



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2023-02  
**REGULAR MEETING – JANUARY 23, 2023**  
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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WORK SESSION

5:30 p.m. – Permanent Fund Review Board Annual Report

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REGULAR MEETING  
6:30 p.m.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)
5. CITIZENS’ COMMENTS, oral communications to the City Council on any item not up for public hearing. Testimony is limited to three minutes, and the comment period will end no later than 7:30 p.m. Any person wishing to speak needs to complete the register located in the hallway. Respectful standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Council Member or member of the staff. In consideration of others, please silence all cell phones and electronic devices.
6. APPROVAL OF AGENDA AND CONSENT AGENDA

Consent agenda items are indicated by asterisks (\*). Consent agenda items are considered together unless a council member requests that the item be returned to the general agenda. Ordinances on the approved consent agenda are automatically advanced to the next regular meeting for second reading and public hearing. All other items on the approved consent agenda are passed as final.

7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

\*a) Regular Meeting Minutes of December 12, 2022

\*b) Regular Meeting Minutes of December 19, 2022

8. SPECIAL ORDERS

9. MAYOR'S COMMENTS AND REPORT

a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

a) Resolution No. 5037 – A Resolution Adopting a City of Fairbanks Diversity Action Plan. Introduced by Mayor Pruhs. POSTPONED from the Regular Meeting of January 9, 2023.

12. NEW BUSINESS

\*a) Resolution No. 5043 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the Alaska Division of Homeland Security for the FFY2023 State Homeland Security Program. Introduced by Mayor Pruhs.

\*b) Resolution No. 5044 – A Resolution Authorizing the City of Fairbanks to Participate in the Fairbanks North Star Borough (FNSB) Air Quality Improvement Program Replacement Program for 1424 Moore Street (Fairbanks Senior Center). Introduced by Mayor Pruhs.

\*c) Resolution No. 5045 – A Resolution Authorizing the City of Fairbanks to Apply for a FFY2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant. Introduced by Mayor Pruhs.

\*d) Resolution No. 5046 – A Resolution Awarding a Contract to NC Machinery Company to Provide a Loader and Grader in the Amount of \$846,359. Introduced by Mayor Pruhs.

- \*e) Ordinance No. 6231 – An Ordinance Authorizing the City of Fairbanks to Apply for Funds from the United States Department of Transportation for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program and Amending the 2023 Capital Budget. Introduced by Mayor Pruhs.
  - \*f) Ordinance No. 6232 – An Ordinance Authorizing the City of Fairbanks to Apply for Funds from the United States Department of Homeland Security for the FFY2022 Assistance to Firefighters Grant (AFG) and Amending the 2023 Capital Budget. Introduced by Mayor Pruhs.
  - \*g) Ordinance No. 6233 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the AFL-CIO Crafts Council and Amending the 2023 Operating Budget. Introduced by Mayor Pruhs.
13. DISCUSSION ITEMS (Information and Reports)
- a) Committee Reports
14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL
- \*a) Clay Street Cemetery Commission Meeting Minutes of November 2, 2022
  - \*b) Fairbanks Diversity Council Meeting Minutes of December 13, 2022
  - \*c) Discretionary Fund Committee Meeting Minutes of December 15, 2022
15. COUNCIL MEMBERS’ COMMENTS
16. CITY CLERK’S REPORT
17. CITY ATTORNEY’S REPORT
18. EXECUTIVE SESSION
19. ADJOURNMENT



of the staffing issues that had plagued the department for over a year and announced that as of December 1, 2022, the fire department was fully staffed. Deputy Chief Andrew Coccoaro swore in the new recruits and promoted employees. Chief Raygor invited the family members of the firefighters to assist in the badging ceremony.

**Mayor Pruhs** called upon the three new lateral hires to the Fairbanks Police Department (FPD) to come forward, as well as Police Chief Ron Dupee and Deputy Chief Rick Sweet.

Chief Dupee shared that they were very fortunate to have three lateral hires come on board, noting that three other officers had left the department recently. Deputy Chief Sweet administered oaths of office to the new police officers.

### **CITIZENS' COMMENTS**

Dawn Murphy, Director of Finance at Explore Fairbanks – D. Murphy spoke to the recent questions regarding the budgeting process for Explore Fairbanks and provided a detailed timeline of how the annual budget is prepared. She added that Council Member Marney was present for the 2023 budget meetings and noted some changes that had been made, including those that had been discussed with the City Council.

**Ms. Rogers** asked D. Murphy whether that information is shared with the City Council, and D. Murphy referenced the binder that is presented to the Council in October.

Kory Eberhardt, Board of Directors Chair at Explore Fairbanks – K. Eberhardt spoke against any changes to the distribution of the room rental tax. He stated that the intended use of those funds is to promote tourism, not to support City services. He spoke to the Explore Fairbanks' efforts to keep Fairbanks at the top of the list for northern lights viewing through their extensive marketing campaigns. K. Eberhardt indicated that changing the distribution would have a negative impact on the tourism industry, noting that the original intent of the tax revenue was to invest in tourism.

**Ms. Rogers** asked K. Eberhardt if he had been involved in the creation of the current distribution formula. K. Eberhardt stated that his involvement began in 2011.

**Mayor Pruhs** asked if it would be more appropriate to hear comments regarding Ordinance No. 6223 during the public hearing for the ordinance. City Attorney Paul Ewers stated that the public hearing for Ordinance No. 6223 had occurred prior to the postponement on November 28, 2022.

**Mr. Marney** asked for K. Eberhardt's input about the 29 applications for the Discretionary Fund grant as they relate to tourism. K. Eberhardt stated that he felt that while some contribute to tourism activities, many do not. **Mr. Marney** asked if K. Eberhardt felt that the Discretionary Fund should remain at the 19-year flat rate. K. Eberhardt stated that he did not, arguing that both the City of Fairbanks and Explore Fairbanks should contribute to the increase.

Scott McCrea, President and CEO of Explore Fairbanks – S. McCrea spoke to Ordinance No. 6223 and the recent conversations between the City and Explore Fairbanks. He reiterated his desire to see a partnership between the two entities in regard to the increase to the Discretionary Fund. He stated that there had been a lot of questions about the accountability of Explore Fairbanks, and he

asked the Council to consider the number of industry leaders who had been vocal in their support of the organization, including those sitting in Council Chambers. S. McCrea offered a one-time contribution of \$100,000 from Explore Fairbanks to the Discretionary Fund, noting that time was becoming an issue, and he would prefer to have a deeper discussion on any permanent changes to the distribution of room rental funds.

**Mr. Cleworth** thanked S. McCrea for the offer, noting that the Council would be approving the 2023 budget later in the meeting. He asked if there would be any opposition to an immediate amendment to reflect the \$100,000. S. McCrea stated that he would support the amendment as a one-time donation for 2023.

**Mr. Marney** asked S. McCrea about any other caveats. S. McCrea stated that the offer was intended to postpone Ordinance No. 6223, along with any amendments, until the next year.

Victor Buberger, Fairbanks – V. Buberger stated he appreciated seeing new police officers being hired and shared that he had been pulled over recently. He added that the officer had been extremely polite and had pulled him over to alert him that he had a headlight out. V. Buberger commended Chief Dupee for his good work at the FPD and recognized Mayor Pruhs' ability to find funding. He requested that something be done to install public restrooms in Fairbanks.

Jomo Stewart, President and CEO of Fairbanks Economic Development Corporation (FEDC) – J. Stewart stated that the Winter Solstice Festival had started on Friday at the Morris Thompson Cultural and Visitors Center. He shared that the calendar of events was filling up with promotions and events provided by local businesses. He announced that on Saturday, December 17, there would be reindeer, photographs, a scavenger hunt, and fireworks, and he thanked the City of Fairbanks and the Public Works Department for helping make it a successful event.

Hearing no more requests for comment, **Mayor Pruhs** declared Citizens' Comments closed.

### APPROVAL OF AGENDA AND CONSENT AGENDA

**Mr. Ringstad**, seconded by **Mr. Marney**, moved to APPROVE the Agenda and Consent Agenda.

**Mr. Cleworth** pulled item 12(c), Ordinance No. 6229, from the Consent Agenda.

**Mayor Pruhs** called for objection to the APPROVAL of the Agenda, as Amended, and, hearing none, so ORDERED.

City Clerk Snider read the Consent Agenda, as Amended, into the record.

### SPECIAL ORDERS

- a) The Fairbanks City Council heard interested citizens concerned with the following Liquor License applications for renewal:

Lic. #	DBA	License Type	Licensee	Address
4488	R.J.'s Lounge & Grill	Beverage Dispensary	Roy J. Stoltz	3450 Airport Way
270	Lavelle's Taphouse	Beverage Dispensary	Lavelle's Taphouse, LLC	414 2nd Avenue

**Ms. Sprinkle**, seconded by **Mr. Marney**, moved to WAIVE PROTEST on the Liquor License applications for renewal.

**Mayor Pruhs** called for testimony and hearing none, declared Public Testimony closed.

**Ms. Rogers** shared appreciation for the call reporting process.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE LIQUOR LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Cleworth, Marney, Tidwell, Ringstad, Sprinkle, Rogers

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

b) The Fairbanks City Council heard interested citizens concerned with the following Marijuana License applications for renewal:

Lic. #	DBA	License Type	Licensee	Address
10131	Pakalolo Supply Company, Inc.	Retail Marijuana Store	Pakalolo Supply Company, Inc.	1851 Fox Avenue
10230	Pakalolo Supply Company, Inc.	Standard Marijuana Cultivation Facility	Pakalolo Supply Company, Inc.	1851 Fox Avenue
10589	Nature's Releaf, LLC	Retail Marijuana Store	Nature's Releaf, LLC	503 7th Avenue
10869	Grass Station 49	Retail Marijuana Store	The Grass Station, LLC	1326 Cushman Street
11051	Northlink, LLC	Standard Marijuana Cultivation Facility	Northlink, LLC	1550 Cushman Street, Suite B
12325	Good Cannabis	Retail Marijuana Store	Good, LLC	356 Old Steese Hwy
13479	North Star Fire	Standard Marijuana Cultivation Facility	North Star Fire, LLC	3780 Leisure Street, Suite 3
14467	Tanana Herb Company, LLC	Standard Marijuana Cultivation Facility	Tanana Herb Company, LLC	1200 Well Street
15800	Baked Alaska, LLC	Marijuana Product Manufacturing Facility	Baked Alaska, LLC	2745 Hanson Road, Unit B
15814	Tanana Herb Company, LLC	Retail Marijuana Store	Tanana Herb Company, LLC	1200 Well Street
16006	Arctic Bakery, LLC	Marijuana Product Manufacturing Facility	Arctic Bakery, LLC	1409 Well Street
16091	Tanana Herb Company, LLC	Marijuana Concentrate Manufacturing Facility	Tanana Herb Company, LLC	1200 Well Street
22809	Airport Way Best Bud	Retail Marijuana Store	Airport Way Trade Center, LLC	3598 Airport Way

**Ms. Sprinkle**, seconded by **Mr. Ringstad**, moved to WAIVE PROTEST on the Marijuana License applications for renewal.

**Mayor Pruhs** called for testimony and hearing none, declared Public Testimony closed.

**Mayor Pruhs** spoke to a call regarding fraud on the report for Nature’s Releaf, noting that a \$20 counterfeit bill had been used as payment and turned into the FPD.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE MARIJUANA LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Marney, Ringstad, Cleworth, Sprinkle, Rogers, Tidwell

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

c) The Fairbanks City Council heard interested citizens concerned with the following Marijuana License application for transfer of controlling interest:

Type/Lic. No: Marijuana Product Manufacturing Facility, Lic. #15800

DBA: Baked Alaska, LLC

Applicant: Baked Alaska, LLC

Location: 2745 Hanson Road, Unit B, Fairbanks

**Ms. Sprinkle**, seconded by **Mr. Marney**, moved to WAIVE PROTEST on the Marijuana License application for transfer of controlling interest.

**Mayor Pruhs** called for testimony and hearing none, declared Public Testimony closed.

**Ms. Sprinkle** disclosed that she had previously worked with Baked Alaska, LLC but was no longer doing so. **Mayor Pruhs** declared that Ms. Sprinkle did not have a conflict of interest.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE MARIJUANA LICENSE APPLICATION FOR TRANSFER OF CONTROLLING INTEREST AS FOLLOWS:

YEAS: Tidwell, Sprinkle, Ringstad, Marney, Rogers, Cleworth

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

## **MAYOR’S COMMENTS AND REPORT**

a) Special Reports: Reentry Coordinator, Marsha Oss

**Mayor Pruhs** gave a brief history of M. Oss’s experience and asked her to give an update to the Council.



M. Oss shared that she had been focusing on building connections and rebuilding the Reentry Coalition, and she invited members of the audience to join as well. She stated that her role is to secure the availability of resources to help people leaving incarceration be successful. She added that the Coalition is always looking for places that will hire people who have been recently incarcerated, adding that there is bonding available as well as other financial incentives.

**Mr. Ringstad** asked if services were limited to individuals who had been incarcerated or if other citizens could participate. M. Oss stated that they serve individuals who served long- and short-term sentences, as well as those on probation, and Wellness Court participants. She added that she had previously served as a Reentry Case Manager and helped over 350 people return from incarceration, noting the importance of preventative services.

**Mayor Pruhs** thanked M. Oss for her report and noted that she is a remarkable person.

b) Special Reports: Housing Coordinator, Brynn Butler

**Mayor Pruhs** introduced Brynn Butler and gave a brief biography.

B. Butler shared that she had been in her position for a little more than a week and was excited for the opportunity to help the homeless. She added that she was working hard to build relationships and had big hopes for the position. B. Butler shared that she had been homeless in Fairbanks five years previously and felt that her perspective would be an asset.

Mayor's Comments & Report: **Mayor Pruhs** reported that the Fairbanks Diversity Council (FDC) would be meeting the following day and that he would also be attending a Human Rights Commission presentation at the University of Alaska Fairbanks. He shared that he had recently attended the Alaska Municipal League (AML) conference with other Council members and staff, adding that the snow removal in Anchorage left a lot to be desired. He recognized Public Works Director Jeff Jacobson for the excellent services provided by his crew.

### **COUNCIL MEMBERS' COMMENTS**

**Mr. Marney** thanked Explore Fairbanks representatives for their comments and for the work that they do. He noted that the organization works very above-board, and he appreciated their efforts.

**Ms. Tidwell** apologized for attending virtually and welcomed the new hires at the FFD and FPD, adding that it was exciting to see public safety departments becoming staffed. She thanked Chief Raygor for all the hard work he has put in. She noted that a firetruck had recently been used to transport a young child to the hospital due to the wait time on an ambulance, adding her thanks to the Council for continuing to work towards staffing a third ambulance. **Ms. Tidwell** shared her shock and dismay at the possibility of losing the child due to the lack of ambulance transportation, reminding everyone of the importance of the work they are doing together.

**Ms. Sprinkle** welcomed the new emergency personnel and shared her excitement to see \$800,000 in grant funds to support the Crisis Now Mobile Team. She shared that she had enjoyed her time at the AML conference in Anchorage, adding that she had met many people from across the state.

She disclosed that she has a potential conflict of interest regarding Ordinance No. 6223 and that she would speak to that further when the item was heard.

**Ms. Rogers** shared her excitement to see the new firefighters and police officers. She spoke to the reports provided by M. Oss and B. Butler, adding that both women were very enthusiastic in their desires to help the community. She mentioned the work done in Fairbanks to take care of citizens and spoke to the work done by Chief of Staff Mike Sanders to establish the Crisis Now Coordinator position. **Ms. Rogers** noted that even when tragedies are occurring, she is always heartened to attend a committee meeting and hear the collaboration and outpouring of solutions. She thanked everyone, including community members, who are diligent in their observations and desires to work together to make Fairbanks the great place it is.

**Mr. Cleworth** thanked Mayor Pruhs for his report and welcomed M. Oss and B. Butler. He stated that the Council used to be consumed with issues in the FPD, noting that it is no longer very common. He commended Chief Raygor and Deputy Chief Cocco for the recruitment and promotions at the FFD, adding his hope that the overtime costs would be positively impacted. He shared his eagerness to find some solutions to the current issues and stated that he felt it was important to provide the administration with the ability to accomplish what needs to be done.

**Mr. Ringstad** shared that he had attended the AML conference and was thankful for the time to get to know other Council members. He observed that many municipalities are dealing with many of the same issues, including PERS contributions. He noted that Kenai has been doing a lot of work on the issue, and most municipalities agree that something needs to be done at the state level. He added that it would behoove the Council to work with other municipalities on a solution.

**Ms. Rogers** noted that Yakutat had always been eager to work together on issues and suggested that they be contacted.

### **UNFINISHED BUSINESS**

- a) Ordinance No. 6223 – An Ordinance Amending Fairbanks General Code Chapter 74, Article V, Room Rental Tax, to Change the Allocations to Golden Heart Plaza/Barnette’s Landing and Discretionary Grants. Introduced by Council Member Marney. POSTPONED from the Regular Meeting of November 28, 2022. A public hearing was held at that time.

*The motion to ADOPT Ordinance No. 6223 was made by Ms. Sprinkle and seconded by Mr. Marney at the November 28, 2022 Regular Meeting and remained on the floor.*

**Ms. Sprinkle** declared a conflict of interest based on her participation as a board member of Festival Fairbanks. She added that both Explore Fairbanks and FEDC are long-standing clients.

**Mr. Ringstad** asked for verification that the Mayor planned to move forward with a committee; **Mayor Pruhs** confirmed. **Mr. Ringstad** shared some concerns about the issue, including that the Fairbanks General Code (FGC) states that the disbursement of funds is subject to annual appropriation by the Council. Further, he stated that he felt the FEDC should also be considered for an increased allotment, noting that the organization had been stuck at the same rate for as long as the other groups. He suggested an additional increase of \$25,000 to the FEDC.

**Mr. Marney** shared his disappointment that no other Council members had joined him as a sponsor of Ordinance No. 6223. He reminded the Council of the many Discretionary Fund grant applications that had been denied in 2022 based on mistakes in reporting and paperwork, adding that \$270,000 does not go very far with so many applicants. He spoke to the work he and the Chief Financial Officer (CFO) had done to help reduce the rate of denied applications and stated that this conversation had begun in January of 2022. He stated that he felt it unfair to deny organizations funding when they have gone for 19 years with no increase, adding that most of them run completely on volunteers. He expressed confusion as to how this topic had become a political discussion, noting that Explore Fairbanks is the only room rental tax disbursement that has seen an increase. He stated that passing the ordinance would eliminate a lot of repeated discussion in the following year.

**Mr. Ringstad** stated that in the past 11 years, Explore Fairbanks has received an 85% increase in funding while the distributions to all others have remained the same for 19 years. He stated that the inequity is unexplainable and that it is the right and fair thing to address the issue now, including increasing the FEDC distribution by \$25,000.

**Ms. Rogers** spoke to her difficulty in voting on the ordinance, adding that she could understand the needs of the grant applicants as well as the needs of Explore Fairbanks. She stated she felt that the process was being rushed and more discussion was needed before a decision could be made.

**Mr. Cleworth** shared some history on the room rental tax and the various changes made over the years. He stated that the current allocation was a result of a committee, and he was surprised that it had remained in place or as long as it has. He agreed that it was time to look at the allocations and asked about the Mayor's intent in forming a committee. He added that he had served on the original committee with former Council Member Thies and other stakeholders.

**Mayor Pruhs** stated that he would like to appoint members to a committee in January, adding that he has spoken with Explore Fairbanks about addressing future disbursements as part of the annual budget process. He explained that he would like to look at the total room rental revenue as part of the City's budget and address each of the organizations as part of the budgeting process, noting that the final review and decision would come to the City Council for approval.

**Mr. Cleworth** asked if the Mayor intended to stay away from a percentage-based disbursement, and **Mayor Pruhs** replied affirmatively.

**Ms. Tidwell** she was in favor of an overall increase that would benefit all stakeholders equally, adding that the amount of money has increased over the years and that the Council should be very careful in making changes.

**Mr. Ringstad** asked for clarification on when the changes would be presented. **Mayor Pruhs** clarified that the Council would likely address the issue through an ordinance in the coming year, but the actual allotment would not be considered until the 2024 budget process began.

**Mr. Cleworth** stated that prior to the current agreement, allotments had been made through the budgeting process and had made for some very long and difficult meetings. He stated that an

ordinance to make a change would still need to be introduced and approved prior to making changes to the way the funds are distributed. He spoke to the opinion piece published in the Fairbanks Daily News Miner, noting that the industry made a good case for their stance on the topic; however, he argued that the author was incorrect when stating that the original intent of the room rental tax was to be put into “destination marketing.” He reference a 2018 memo from the City Attorney that stated the intent of collecting daily room rental tax was for the funding of tourist and entertainment facilities for the general public, the tourist industry, and economic development in the City of Fairbanks. He added that any decision made by the Council would be contentious and suggested that the Council accept Explore Fairbanks’ offer for this year and take the opportunity to discuss the matter in greater detail. He commended Mr. Marney for his sense of fairness and for bringing the topic to the table, adding that he would like to postpone the ordinance to a specific date so that it could be readdressed in the future.

**Mr. Cleworth**, seconded by **Ms. Rogers**, moved to POSTPONE Ordinance No. 6223 to the May 8, 2023 Regular City Council Meeting.

**Mr. Ringstad** expressed concern with moving the discussion to May, hoping that the work would begin much sooner than that. He also asked for clarification regarding 2023 disbursements.

**Mayor Pruhs** stated that he felt May was an appropriate amount of time for the committee to prepare a recommendation.

**Ms. Rogers** restated her desire to work through the process of finding a solution without rushing the discussion.

**Mr. Marney** stated that he felt the Council tends to kick the can down the road rather than make decisions on difficult topics. He said he would be in favor of accepting the offer from Explore Fairbanks but that it only served as a band-aid to the bigger issue. He added his preference to have the postponement changed to March instead of May.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE ORDINANCE NO. 6223 TO THE MAY 8, 2023 REGULAR CITY COUNCIL MEETING AS FOLLOWS:

YEAS: Tidwell, Cleworth, Marney, Ringstad, Rogers

NAYS: None

ABSTAIN: Sprinkle

**Mayor Pruhs** declared the MOTION CARRIED.

- b) Ordinance No. 6226, as Amended – An Ordinance Adopting the 2023 Operating and Capital Budgets. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

**Ms. Sprinkle**, seconded by **Mr. Cleworth**, moved to ADOPT Ordinance No. 6226, as Amended.

**Mayor Pruhs** called for public testimony.

Adriel Butler, 1932 Frank Avenue – A. Butler asked how much the total room rental tax revenue had increased over the past twenty years and if there were any other revenues that may have increased by a similar amount. He asked that the City consider its revenue sources and how the reinvestment of the revenues has impacted the increase, adding that the Council should use caution.

Hearing no more requests for comment, **Mayor Pruhs** declared Public Testimony closed.

**Mr. Ringstad** asked about the \$75,000 increase in traffic citation revenue. City Clerk D. Snider stated that there had been a dramatic increase in Permanent Fund Dividend (PFD) garnishments, which are collected for past due citations.

**Mr. Cleworth** shared that revenue generated by the issuance of citations and impounds had decreased dramatically in recent years.

**Mr. Cleworth**, seconded by **Ms. Rogers**, moved to AMEND Ordinance No. 6226, as Amended, by decreasing the Explore Fairbanks allotment by \$100,000, by increasing the Golden Heart Plaza and Barnette Landing disbursement to \$50,000, and by increasing the Discretionary Grants to \$350,000.

**Mr. Ringstad** spoke in favor of the amendment.

**Ms. Tidwell** spoke in support of the amendment and added her desire to see the allotment to FEDC increased as well.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6226, AS AMENDED, BY DECREASING THE EXPLORE FAIRBANKS ALLOTMENT BY \$100,000, BY INCREASING THE GOLDEN HEART PLAZA AND BARNETTE LANDING DISBURSEMENT TO \$50,000, AND BY INCREASING THE DISCRETIONARY GRANTS TO \$350,000 AS FOLLOWS:

YEAS: Ringstad, Tidwell, Rogers, Marney, Cleworth

NAYS: None

ABSTAIN: Sprinkle

**Mayor Pruhs** declared the MOTION CARRIED.

**Ms. Tidwell**, seconded by **Ms. Rogers**, moved to AMEND Ordinance No. 6226, as Amended, by increasing the FEDC allotment to \$125,000 and by decreasing the allotment to Explore Fairbanks by \$25,000.

**Mr. Cleworth** expressed concern regarding the amendment based on the offer from Explore Fairbanks, which did not include any changes to the FEDC disbursement. He suggested that the Council revisit FEDC's needs at a later point and consider a budget amendment at that time.

**Ms. Rogers** spoke in favor of the amendment based on equality, noting that leaving one organization out would be likely to generate ill will moving forward.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6226, AS AMENDED, BY INCREASING THE FEDC ALLOTMENT TO \$125,000 AND BY DECREASING THE ALLOTMENT TO EXPLORE FAIRBANKS BY \$25,000 AS FOLLOWS:

YEAS: Rogers, Ringstad, Tidwell  
NAYS: Cleworth, Marney  
ABSTAIN: Sprinkle  
**Mayor Pruhs** declared the MOTION CARRIED.

**Mr. Ringstad** stated that the City's proposed allotment to Explore Fairbanks is currently \$2.73 million dollars, but Explore Fairbanks only budgeted for \$2.23 million dollars. He stated he did not feel it was responsible to distribute an additional \$600,000 without a budget request. He added that any City department requesting an increase must prove a need and value to the Council and risk being denied.

**Mr. Ringstad** moved to AMEND Ordinance No. 6226, as Amended, by changing the allotment to Explore Fairbanks from \$2.73 MM to \$2.3 MM.

**Mayor Pruhs** declared that the motion FAILED due to a lack of a second.

**Mr. Cleworth** asked for clarification on the transition of one non-bargained position to an International Brotherhood of Electrical Workers (IBEW) contract position with a cost of \$11,210.

Chief of Staff Mike Sanders stated that they had wanted to move the Mayor's Executive Assistant position to fall under the IBEW contract but had not heard back from the union in time to do so.

**Mr. Cleworth** asked if the costs were still included in the current version of the budget. CFO Bell stated that they were not.

**Mr. Cleworth** noted that the budget includes a lot of growth, including seven new positions. He pointed out that while the budget has a lot of room, there were still labor negotiations to be considered. He spoke to concerns regarding budget amendments that are approved after funds have been spent, and he thanked the Mayor, CFO, and department heads for their work on the budget.

**Ms. Tidwell** asked to revisit Mr. Ringstad's motion as she was not able to respond quickly enough prior to the motion failing.

**Ms. Tidwell**, seconded by **Mr. Ringstad**, moved to AMEND Ordinance No. 6226, as Amended, by reducing the Explore Fairbanks allocation to \$2.3MM.

**Mr. Marney** stated he felt that the discussion should be had in greater length and could be more appropriately addressed by the committee that would be appointed to look at the room rental tax.

**Ms. Rogers** spoke against the motion, stating that more discussion needed to be had.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6226, AS AMENDED, BY REDUCING THE EXPLORE FAIRBANKS ALLOCATION TO \$2.3MM AS FOLLOWS:

YEAS: Ringstad, Tidwell  
NAYS: Rogers, Marney, Cleworth  
ABSTAIN: Sprinkle  
**Mayor Pruhs** declared the MOTION FAILED.

**Mayor Pruhs** thanked the Council for its hard work and discussion during the budget process and extended his thanks to CFO Bell for her work as well.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6226, AS AMENDED, AS FOLLOWS:

YEAS: Cleworth, Marney, Ringstad, Sprinkle, Rogers, Tidwell  
NAYS: None  
**Mayor Pruhs** declared the MOTION CARRIED and Ordinance No. 6226, as Amended, ADOPTED.

### **NEW BUSINESS**

- a) Resolution No. 5040 – A Resolution to Extend the Sunset Date for the Incentive Bonus Program with the Fairbanks Emergency Communications Center for Recruitment and Hiring. Introduced by Mayor Pruhs.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Ordinance No. 6228 – An Ordinance Authorizing Release of an Easement Near 7th Avenue and Cushman Street. Introduced by Mayor Pruhs.

ADVANCED on the CONSENT AGENDA.

- c) Ordinance No. 6229 – An Ordinance Amending FGC Section 2-119, Order of Business; Citizens Addressing City Council, to Clarify the Conduct of City Council Meetings. Introduced by Council Member Ringstad.

**Mr. Cleworth**, seconded by **Mr. Ringstad**, moved to ADVANCE Ordinance No. 6229.

**Mr. Cleworth** asked for clarification regarding the time limitation for public testimony during hearings and how it had historically been addressed. CA Ewers stated that it had not been addressed prior to this ordinance.

**Ms. Rogers** stated that she was in favor of increasing the time limit for public comment and felt that the limitations on extending by one minute were restrictive.

**Mr. Ringstad** asked for clarification on past practices.

City Clerk Snider stated that the Council has routinely allowed for three minutes of testimony during Citizens' Comments as well as public testimony; however, the time limit on public testimony had not been addressed in the FGC.

**Mr. Cleworth** stated the proposed changes were not clear on the time limit, noting that it appeared that the time limit was being eliminated for the Citizens' Comments portion of the meeting.

CA Ewers explained that the time limit on Citizens' Comments was moved to section (h) so that the time limit for all public comment periods could be addressed in one section.

**Mr. Cleworth** requested that the sponsor consider increasing the time limit.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6229 AS FOLLOWS:

YEAS: Sprinkle, Cleworth, Ringstad, Marney, Tidwell, Rogers  
NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

- d) Ordinance No. 6230 – An Ordinance Amending Fairbanks General Code Chapter 14, Article XIII, Business Licensing. Introduced by Mayor Pruhs and Council Members Rogers, Tidwell, and Sprinkle.

ADVANCED on the CONSENT AGENDA.

### **DISCUSSION ITEMS (INFORMATION AND REPORTS)**

- a) Committee Reports

**Mr. Marney** shared that the Discretionary Fund Committee would be hearing presentations from grant applicants later in the week, adding his thanks for the increased funding.

**Ms. Rogers** stated that she had attended the Reentry and Crisis Now meetings, noting that the Housing & Homeless State Coalition would meet the following day.

**Ms. Sprinkle** shared her excitement to be attending the Chena River Front Commission and Polaris Building Work Group meetings soon.

**Mr. Cleworth** shared that both he and Ms. Sprinkle have been serving with the Downtown Working Group for the past five years, adding that staff from the Fairbanks North Star Borough (FNSB) attended to discuss the Downtown Plan. He noted that it was an overall good plan and should be ready for presentation to the Council in early 2024, providing an opportunity to give input and ask questions.

**Mayor Pruhs** invited Ms. Sprinkle to meet the following day to discuss issues with the contaminated concrete in the Polaris Building and how to dispose of it.



## WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

a) Chena Riverfront Commission Meeting Minutes of October 26, 2022

ACCEPTED on the CONSENT AGENDA

### COUNCIL MEMBERS' COMMENTS

**Ms. Tidwell** stated she had no comments.

**Mr. Marney** stated he had no comments.

**Mr. Ringstad** stated he had no comments.

**Ms. Sprinkle** stated she had no comments.

**Ms. Rogers** thanked everyone for their hard work.

**Mr. Cleworth** asked Public Works Director Jeff Jacobson to come forward and asked about his plans to tackle the increased snow accumulation. J. Jacobson stated that the day and night crew shifts were now fully staffed and would be running Monday through Thursday, noting that only the day crew would run on Fridays. He added that the forecast predicted much less than snowfall that what had occurred and that his department is working hard to catch up.

**Ms. Rogers** noted that the bridge over the Noyes Slough on Aurora Drive receives a lot of foot traffic, and without snow removal the roadway becomes very narrow and dangerous to drive on.

**Mr. Cleworth** spoke to the contaminated concrete issue, adding that it was likely the concrete would no longer be contaminated by the time it arrives in the lower 48 for disposal. He expressed disappointment that there was no landfill in the state willing to purchase the appropriate liner to allow for a much less expensive disposal.

**Mayor Pruhs** clarified that the State of Alaska has not been allowed to open a facility that can handle the contaminated concrete based on regulations from the Environmental Protection Agency (EPA). He added that there is a permit in progress, but it would take another two years before it might be available.

**Mr. Cleworth** shared that he had attended a memorial service for Mark Herzberg, who had been very active in the downtown area and was a senior manager at Big Rays for decades. He asked if complaints regarding the odor of marijuana establishments were being received and whether complaints were considered during the license renewal process.

**Mayor Pruhs** confirmed that he had received complaints and that he was following up with the offending businesses to find a solution. He asked that if any Council members received additional complaints to please let him know.

## CITY CLERK'S REPORT

City Clerk Snider stated that she had attended the Alaska Association of Municipal Clerk (AAMC) conference in Anchorage with Deputy Clerk Rochelle Rodak. She thanked the Council for making it possible for staff to attend and shared that it had been nice to visit with a few of the new Council members and staff. Clerk Snider shared that Deputy Clerk Rodak served as the AAMC Fundraising Chair and that her committee had raised over \$16,000 for the organization, noting that Council members have donated to the organization in the past. She added that she had been re-elected as AAMC Secretary and would be serving another two-year term, again thanking the Council for its support.

**Mr. Ringstad**, seconded by **Mr. Marney**, moved to ENTER Executive Session to discuss AFL-CIO Labor Negotiation Strategy.

**Mayor Pruhs** called for objection and, hearing none, so ORDERED.

**Mayor Pruhs** called for a brief recess. The Council reconvened in Executive Session following the brief recess. **Ms. Tidwell** was not present due to a previously declared conflict of interest.

## EXECUTIVE SESSION

a) AFL-CIO Labor Negotiation Strategy

The City Council met in Executive Session to discuss AFL-CIO Labor Negotiation Strategy. Direction was given to the negotiating team, and no action was taken.

## ADJOURNMENT

**Mr. Ringstad**, seconded by **Ms. Sprinkle**, moved to ADJOURN the meeting.

**Mayor Pruhs** called for objection and, hearing none, so ORDERED.

**Mayor Pruhs** declared the meeting adjourned at 9: 38 p.m.

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DAVID PRUHS, MAYOR

ATTEST:

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D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: RR



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, DECEMBER 19, 2022  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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The City Council convened at 6:30 p.m. on the above date, following a 5:30 p.m. Work Session with the Fairbanks Diversity Council to discuss Resolution No. 5037, Diversity Action Plan, to conduct a Regular Meeting of the Fairbanks City Council via Zoom webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor David Pruhs presiding and with the following Council Members in attendance:

Council Members Present:        Jerry Cleworth, Seat A  
    June Rogers, Seat B  
    Sue Sprinkle, Seat C  
    Crystal Tidwell, Seat D  
    Lonny Marney, Seat E  
    John Ringstad, Seat F

Absent:                                 None

Also Present:                         D. Danyielle Snider, City Clerk  
    Paul Ewers, City Attorney  
    Michael Sanders, Chief of Staff  
    Kristi Merideth, FECC Manager (remotely)  
    Angela Foster-Snow, HR Director  
    Scott Raygor, Fire Chief  
    Andrew Coccaro, Assistant Fire Chief  
    Katie McConnachie, Controller  
    Brenda McFarlane, Crisis Now Coordinator

**INVOCATION**

The Invocation was given by City Clerk Danyielle Snider.

**FLAG SALUTATION**

**Mayor Pruhs** lead the Flag Salutation.

**CEREMONIAL MATTERS**

a)        Reading of the Bill of Rights

**Mayor Pruhs** introduced Boy Scout Troop 38 to read the Bill of Rights into the record.

## CITIZENS' COMMENTS

Sam Hachey, Fairbanks – S. Hachey stated that he was a member of the cannabis industry and asked that the Council consider introducing an ordinance to allow local marijuana cultivation businesses to pay their state tax at the City Clerk's Office.

Julie Jones, Director of Festival Fairbanks – J. Jones thanked Council Member Marney for his leadership during the annual Discretionary Fund Committee meetings and encouraged everyone to attend. She noted that there are a lot of great organizations that present during those meetings, and it is a great opportunity to see what is happening in the City of Fairbanks. J. Jones thanked the City Council for its support of discretionary funds and the many non-profits within the community.

Hearing no more requests for comment, **Mayor Pruhs** declared Citizens' Comments closed.

## APPROVAL OF AGENDA AND CONSENT AGENDA

**Ms. Sprinkle**, seconded by **Mr. Ringstad**, moved to APPROVE the Agenda and Consent Agenda.

**Mayor Pruhs** stated that there was nothing to report regarding the AFL-CIO Labor Negotiation and removed the Executive Session from the Agenda.

**Mayor Pruhs** called for objection to the APPROVAL of the Agenda, as Amended, and, hearing none, so ORDERED.

City Clerk Snider read the Consent Agenda into the record.

## SPECIAL ORDERS

- a) The Fairbanks City Council heard interested citizens concerned with the following Liquor License applications for renewal:

Lic. #	DBA	License Type	Licensee	Address
328	Drop In Lounge	Beverage Dispensary	N & P Enterprises, LLC	1420 S Cushman Street
3687	Thai House Restaurant	Restaurant/Eating Place	Boonchoo, Inc.	412 5th Avenue
4507	Miguel's Restaurant	Beverage Dispensary	Miguel's, LLC	1235 Airport Way, Suite 1
1912	The Crepery	Beverage Dispensary	Bulgar Corp	523 2nd Avenue
145	Boatel Bar	Beverage Dispensary	Abie Neubauer, Inc.	3368 Riverside Drive
4880	Friar Tuck's Hoagie House	Restaurant/Eating Place	Joshua Roach and Stafford Roach	427 Merhar Avenue, Unit 2
5950	House of Fire Pizza	Restaurant/Eating Place	TJMN, LLC	300 Old Steese Highway
556	International Hotel & Bar	Beverage Dispensary	Hard Work, LLC	122 N. Turner Street
4076	Brown Jug – Fairbanks	Package Store	Liquor Stores USA North, Inc.	559 Harold Bentley Drive

**Mr. Marney**, seconded by **Mr. Cleworth**, moved to WAIVE PROTEST on the Liquor License applications for renewal.

**Mayor Pruhs** called for testimony and hearing none, declared Public Testimony closed.

**Mr. Ringstad**, in reference to a call on the police call reports, asked how it was determined that someone was trespassing. **Mayor Pruhs** explained that the calls reported are calls made at or near a business, and trespassing calls are when an individual refuses to leave after being asked to. He added that not all of the calls listed on the report may be directly tied to a liquor license holder, as Dispatch uses the closest address to document calls.

**Ms. Sprinkle** asked about the meaning of the code “PDPROQA,” and Fairbanks Emergency Communications Center (FECC) Manager Kristi Meredith explained that the code indicates that a call was made for services but was cancelled prior to an officer being dispatched.

**Ms. Rogers** thanked the Fairbanks Police Department (FPD) for making the reports available and expressed concern over the number of weapons and “shots fired” incidents.

**Mayor Pruhs** recognized Ms. Rogers’ concern and stated that he would consult with the Police Chief and the owner of the establishment to better understand the circumstances.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE LIQUOR LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Marney, Ringstad, Cleworth, Sprinkle, Rogers, Tidwell

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

### **MAYOR’S COMMENTS AND REPORT**

a) Special Reports: Crisis Now Coordinator, Brenda McFarlane

**Mayor Pruhs** introduced Brenda McFarlane and gave a brief description of the services provided by Crisis Now.

Brenda McFarlane introduced Emmy Kanarowski from the AmeriCorps National Civilian Community Corp (NCCC). E. Kanarowski shared that the NCCC group had been working with six different organizations in Fairbanks since November 1, 2022. She added that they served over 1,700 meals, distributed over 200,000 pounds of food, constructed 15 hydroponic towers, assisted seven disadvantage youth, distributed 2,000 pounds of salmon to local Elders, and assisted in the delivery of 350 bags of toys. E. Kanarowski noted that their six-member team performed 2,116 hours of service. She stated that the team had been welcomed with open arms, and they better understood why Fairbanks was called “The Golden Heart City.”

B. McFarlane spoke very highly of the NCCC team and the work they performed. She went on to speak about the Crisis Now program, reminding the Council that her position was funded through a grant from Alaska Mental Health Trust. She stated that she took the position in April of 2022.

She shared a PowerPoint presentation with the City Council that included the most asked questions regarding Crisis Now and the services they provide.

**Mr. Marney** thanked B. McFarlane for her work.

**Ms. Sprinkle** asked B. McFarlane about Crisis Now's help in regard to homeless persons who may need follow up care. B. McFarlane explained that Crisis Now responds to calls generated from Dispatch and refers people to service providers after helping them through their crisis.

**Ms. Tidwell** asked about the relationship between Fairbanks and the Mat-Su Valley. B. McFarlane stated that Mat-Su is establishing a Crisis Now team that models the one in Fairbanks.

**Ms. Rogers** thanked B. McFarlane for her hard work, adding her pride that Fairbanks is a place to be admired when it comes to taking care of mental health issues.

**Ms. Sprinkle** referenced a law in New York City that required mental health treatment. B. McFarlane stated that Title 7 of the Alaska Administrative Code allows for the rights of an individual to be taken away under certain circumstances to deal with specific mental health issues.

Mayor's Comments and Report: **Mayor Pruhs** thanked B. McFarlane for her report and went on to speak to a nicely written article in the Fairbanks Daily News Miner about Fire Chief Scott Raygor. He referenced also a newspaper article highlighting "Shop-with-a-Cop" at FPD, a program that provides presents for under-privileged children. **Mayor Pruhs** recognized Public Works for helping put on the Christmas luncheon and spoke about the decorating contest within City Hall, which was judged by firefighters. He added that it had been a lot of fun and was well-attended, noting how nice it was to hear the staff being able to laugh and visit together. He wished everyone a happy Christmas.

### **COUNCIL MEMBERS' COMMENTS**

**Mr. Ringstad** stated he had no comments.

**Mr. Marney** stated he would reserve his comments for later in the meeting.

**Ms. Tidwell** shared her appreciation for the Boy Scouts organization and the troop's participation in the reading of the Bill of Rights, adding that her children had both been Scouts. She wished everyone happy holidays.

**Mr. Cleworth** thanked Boy Scout Troop 38 for reading the Bill of Rights and spoke to Frank Turney's memory. He went on to share that he had been advised not to listen to Frank Turney by another member when he first joined the City Council years ago. He acknowledged that Mr. Turney was prone to going off on tangents but expressed admiration for Mr. Turney's passion for issues such as incarcerated individuals who had retained their rights to vote but were not being accommodated during local elections. **Mr. Cleworth** remembered that the Bill of Rights had been very important to Mr. Turney and that the public reading of them is partly in remembrance of him; he added that he missed Mr. Turney. He thanked B. McFarlane for taking the time to explain the

workings of her organization to him personally, noting that he had not been aware she was going to provide a presentation with the same information.

**Ms. Rogers** thanked everyone for their participation. She spoke to the discussion of inclusion that occurred during the Work Session with the Fairbanks Diversity Council, noting that while Frank Turney could be cranky at times, he was generally a gracious and good-humored individual. She commended the Crisis Now program and spoke to the hard work that went into making it the example for other communities to follow. **Ms. Rogers** thanked Mayor Pruhs and Public Works Director Jacobson for their work on the Christmas Party, noting that she had very nice time.

**Ms. Sprinkle** shared that Frank Turney had been her neighbor and that she also missed him. She recognized Officer Alexander Cebula who was noted in the newspaper for fulfilling a child's wish to meet a police officer.

### **UNFINISHED BUSINESS**

- a) Ordinance No. 6228 – An Ordinance Authorizing Release of an Easement Near 7th Avenue and Cushman Street. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

**Mr. Cleworth**, seconded by **Ms. Sprinkle**, moved to ADOPT Ordinance No. 6228.

**Mayor Pruhs** called for testimony and hearing none, declared Public Testimony closed.

**Mr. Cleworth** commented that, many years ago, the location noted in the easement was very near the location of the first Dairy Queen in Fairbanks.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6228 AS FOLLOWS:

YEAS: Tidwell, Sprinkle, Ringstad, Marney, Rogers, Cleworth

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED and Ordinance No. 6228 ADOPTED.

- b) Ordinance No. 6229 – An Ordinance Amending FGC Section 2-119, Order of Business; Citizens Addressing City Council, to Clarify the Conduct of City Council Meetings. Introduced by Council Member Ringstad. SECOND READING AND PUBLIC HEARING.

**Ms. Sprinkle**, seconded by **Mr. Cleworth**, moved to ADOPT Ordinance No. 6229.

**Mayor Pruhs** called for testimony and hearing none, declared Public Testimony closed.

**Ms. Rogers** stated that she did not agree with the wording in the second “whereas” statement that states “council members have assumed the authority” to extend public testimony. She added that

the practice had been occurring for some time and that it is not an assumption of authority when she indicates that a person's time should be extended.

**Mr. Cleworth** asked if it was Robert's Rules of Order or the Fairbanks General Code (FGC) that limited the Council to asking questions rather than making statements during Citizens' Comments.

City Attorney Ewers stated that the practice was an interpretation of the Agenda item, Citizens' Comments. He noted that the intention of offering a time for general comments by citizens was to reserve time for the citizens to speak and that Council Members were allowed to respond during the first round of Council Members' Comments. He added that the practice has not been outlined in the FGC.

**Mr. Cleworth** stated that he felt it was more appropriate for the Council to provide a statement in direct response to a question rather than allowing for Council members to form a statement into a vague question, thereby ignoring the intent.

**Mr. Cleworth**, seconded by **Mr. Ringstad**, moved to AMEND Ordinance No. 6229 by replacing "Citizens' Comments and public testimony on all other agenda items," in Section 2-119(h) with, "Public Testimony, including Citizens' Comments."

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6229 BY REPLACING "CITIZENS' COMMENTS AND PUBLIC TESTIMONY ON ALL OTHER AGENDA ITEMS," IN SECTION 2-119(h) WITH, "PUBLIC TESTIMONY, INCLUDING CITIZENS' COMMENTS," AS FOLLOWS:

YEAS: Tidwell, Cleworth, Marney, Ringstad, Sprinkle, Rogers

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

**Mr. Cleworth**, seconded by **Ms. Rogers** moved to AMEND Ordinance No. 6229, Section 2-119(h), by changing the time limit from 3 minutes to 5 minutes.

**Ms. Sprinkle** asked what value the additional two minutes would provide.

**Mr. Cleworth** stated that, as someone who has provided testimony, three minutes is a very limited amount of time to explain a perspective and make a clear statement. He explained that while he understood why the time limit had been decreased, he felt that the five-minute time limit worked well in most cases. He added that it also eliminates most needs to provide additional time.

**Ms. Sprinkle** asked if the time limit of 7:30 p.m. would be extended to accommodate the additional two minutes per person, and **Mayor Pruhs** stated that it would not.

**Ms. Sprinkle** stated that if the 7:30 p.m. time was not extended, it could effectively limit the number of individuals who could speak.



**Mayor Pruhs** agreed that it could affect the number of people who could testify and shared that when individuals had five minutes of time to fill, they often felt obligated to keep talking even after they had made their point.

**Ms. Tidwell** stated she felt that the current, three-minute time limit was preferable, noting that the Council can extend a citizen's time by a minute when necessary. She added that she would not want to limit the number of individuals that could be heard.

**Mr. Marney** asked whether the option to extend time would be removed if the limit was changed to five minutes.

**Mr. Cleworth** stated that he did not intend to remove the ability to allow for an extra minute. He when on to advocate for individuals who are often cut off by the three-minute time constraints, adding that citizens take time out of their day to attend meetings and speak to issues that are important to them. He stated he felt that five minutes provided enough time for citizens to effectively communicate with the Council. **Mr. Cleworth** recognized that it may result in longer meetings but felt that it provided a more welcoming atmosphere for citizens.

**Ms. Rogers** spoke against the amendment, noting that it is common to only be allowed two minutes to provide testimony, and she felt the City was generous by allowing three. She added that the ability to extend a person's time was a valuable tool, when needed, and provided the welcoming atmosphere that Mr. Cleworth was concerned about.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6229, SECTION 2-119(h), BY CHANGING THE TIME LIMIT FROM 3 MINUTES TO 5 MINUTES AS FOLLOWS:

YEAS: Cleworth, Marney  
NAYS: Ringstad, Sprinkle, Rogers, Tidwell  
**Mayor Pruhs** declared the MOTION FAILED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6229, AS AMENDED, AS FOLLOWS:

YEAS: Ringstad, Rogers, Marney, Sprinkle, Cleworth, Tidwell  
NAYS: None  
**Mayor Pruhs** declared the MOTION CARRIED and Ordinance No. 6229, as Amended, ADOPTED.

- c) Ordinance No. 6230 – An Ordinance Amending Fairbanks General Code Chapter 14, Article XIII, Business Licensing. Introduced by Mayor Pruhs and Council Members Rogers, Tidwell, and Sprinkle. SECOND READING AND PUBLIC HEARING.

**Ms. Tidwell**, seconded by **Ms. Sprinkle**, moved to ADOPT Ordinance No. 6230.

**Mayor Pruhs** called for testimony and hearing none, declared Public Testimony closed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6230 AS FOLLOWS:

YEAS: Ringstad, Tidwell, Rogers, Sprinkle, Marney, Cleworth  
NAYS: None  
**Mayor Pruhs** declared the MOTION CARRIED and Ordinance No. 6230, ADOPTED.

### **NEW BUSINESS**

- a) Resolution No. 5041 – A Resolution Amending the City Schedule of Fees and Charges for Services by Adjusting the Minimum Business License Fee and by Increasing the Ambulance Mileage Charge. Introduced by Mayor Pruhs.

PASSED and APPROVED on the CONSENT AGENDA.

### **DISCUSSION ITEMS (INFORMATION AND REPORTS)**

- a) Committee Reports

**Mr. Cleworth** stated he had no reports.

**Ms. Rogers** shared that she had attended the FDC meeting and wished everyone happy holidays.

**Ms. Sprinkle** stated she had no reports.

**Ms. Tidwell** shared that she had attended the Fairbanks Economic Development Corporation (FEDC) board meeting where they expressed gratitude for the increased funding. She added that the group had been going through the FEDC budget.

**Mr. Marney** shared that the Discretionary Fund Committee had a busy week with presentations and deciding awards, adding that even \$350,000 does not go very far with so many applicants. He stated that Bernie Karl had set a very good tone for the presentation meeting with his great sense of humor and noted that the Council had been provided with the proposed distributions. **Mr. Marney** stated that it had been a great committee to work with.

**Mr. Ringstad** stated he had no reports.

### **COUNCIL MEMBERS' COMMENTS**

**Ms. Tidwell** stated she had no comments.

**Mr. Marney** wished everyone a merry Christmas and a happy New Year.

**Mr. Ringstad** wished everyone safe and happy holidays.

**Mr. Cleworth** referenced the handout he had provided to the Council, which was an article from *The Economist* regarding pensions; he stated he hoped Council members would read it. He invited anyone interested to stay after the meeting for a tour of the building. He stated that 2022 had been a good year for the City, noting that the new Chief of Staff was doing a great job and that things seem to be going well in general. He complimented the staff on their efforts and wished everyone a merry Christmas.

**Ms. Rogers** thanked everyone for their contributions to the conversation.

**Ms. Sprinkle** shared her appreciation for being part of the Council and for the good energy everyone brings to discussions.

### **CITY ATTORNEY'S REPORT**

City Attorney Ewers advised that if more than three Council members were to attend the tour, the public should be invited and the meeting should be adjourned after the tour. He noted that if less than three Council Members were to be present, then the meeting could be adjourned prior to the tour. City Clerk Snider confirmed that Council members Tidwell, Sprinkle, and Cleworth would be the only members attending the tour.

### **EXECUTIVE SESSION**

a) AFL-CIO Labor Negotiation Strategy

*The Executive session was removed from the Agenda due to lack of new information.*

### **ADJOURNMENT**

**Ms. Tidwell**, seconded by **Ms. Sprinkle**, moved to ADJOURN the meeting.

**Mayor Pruhs** called for objection and, hearing none, so ORDERED.

**Mayor Pruhs** declared the meeting adjourned at 7:49 p.m.

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DAVID PRUHS, MAYOR

ATTEST:

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D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: RR

**RESOLUTION NO. 5037**

**A RESOLUTION ADOPTING A CITY OF FAIRBANKS  
DIVERSITY ACTION PLAN**

**WHEREAS**, on March 10, 2014, the City Council approved Ordinance No. 5939, as Amended, enacting FGC Sections 2-231 through 2-235 and creating a Fairbanks Diversity Council; and

**WHEREAS**, one of the purposes of the Fairbanks Diversity Council is to draft and present to the City Council a Diversity Action Plan (DAP); the Fairbanks Diversity Council is also tasked with performing a full review of the DAP every five years after its initial adoption; and

**WHEREAS**, the Fairbanks Diversity Council presented its first DAP to the City Council on November 7, 2016, and the City Council adopted the Plan on March 20, 2017; and

**WHEREAS**, the Fairbanks Diversity Council began working on a revised DAP in November 2021, and on November 8, 2022, the Fairbanks Diversity Council voted unanimously to recommend adoption of the attached, revised Plan to the Fairbanks City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS** that the attached City of Fairbanks *Diversity Action Plan* is hereby adopted and will be made available at the City's website, [www.fairbanksalaska.us](http://www.fairbanksalaska.us). The Plan may be amended by resolution of the City Council.

**PASSED and APPROVED** this 23rd day of January 2023.

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**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Paul J. Ewers, City Attorney

# CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Result(s)	Responsibility	By When?
<b>1. Internal City Processes.</b> Review internal City processes such as hiring, promotions and recruiting. Provide guidance and training to senior staff on how to improve workforce diversity and ultimately, hire and promote a qualified and diverse workforce that benefits all City stakeholders.	Recruitment: Work with HR to help identify organizations, websites, and other methods of recruiting minority applicants.	Ensure the broadest advertising of positions to help develop more diverse applicant pools.	Human Resources  Diversity Council	
	Data Review: Conduct and review City of Fairbanks employee EEO survey and demographics data. Suggest benchmark EEO and diversity goals.	Thorough analysis of the City's current EEO and diversity composition and recommendations of EEO and diversity performance goals that reflect the Fairbanks community.	Human Resources  Diversity Council  Mayor's Office	Ongoing – End of the Year Data reported annually to the FDC
	Interviews: FDC members will be invited to participate in key (public safety and supervisory) City of Fairbanks employment interviews. FDC will provide HR with 2-3 volunteers each month to assist in interviews.	Community stakeholders to ensure hiring managers are aware of and engaged in diversity related issues before hiring decision is made.	Diversity Council  Human Resources	Ongoing – End-of-year data reported annually to FDC
	Recruitment and Promotion Practices: Review City of Fairbanks internal processes related to recruitment and promotion of City Staff.	Share with FDC recruitment and promotion processes outlined in the City's union agreements.	Diversity Council  Human Resources	A presentation will be scheduled for a complete overview
	Selection and Hiring: Develop and utilize new systems to streamline and speed up the screening, interview, and background check processes.	Reduced turnaround time in filling vacancies.	Human Resources	Ongoing – HR's efforts reported annually to FDC
	Employee Training: Work with Human Resources to develop a City-wide diversity training curriculum to ensure awareness of the importance of inclusion and understanding of diverse groups in our community. Periodically review training given to all employees.	Improve workforce awareness and understanding of diversity issues in the community.	Diversity Council  Human Resources	Ongoing

# CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Result(s)	Responsibility	By When?
<b>2. Financial Resources.</b> Ensure sufficient resources are available to implement DAP	Identify outreach activities for the year and corresponding funding requirements.	A calendar of events FDC plans to participate in annually and an estimate of required funding budgeting purposes.	FDC Members	Annually in January

# CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Result(s)	Responsibility	By When?
<b>3. Internal City Policies and Procedures.</b> City of Fairbanks Internal Policies and Procedures will work to create greater diversity among the workforce. Monitor changes to City Policies and Procedures that are relevant to achieving greater diversity and consistent with the DAP.	Establish workgroup or committee to review internal City policies and procedures and identify barriers to achieving greater diversity and consistent with the DAP.  Work with the Chief of Staff to review the current policies.	Ensure City of Fairbanks internal policies and procedures are equitable.	Mayor's Office  Diversity Council	Annually
	Review City of Fairbanks Affirmative Action Plan. Offer recommended changes as needed.	Assess diversity progress at the City of Fairbanks.	Diversity Council	Annually, fall 2022 HR will present the approved plan to the FDC
	Integrate FDC's proposed changes to Affirmative Action Plan into internal City of Fairbanks operations related to recruitment, promotion, and retention of staff.		Mayor's Office	Review annually for any updates/changes
	Address characteristics/needs of underrepresented groups when establishing culturally relevant and inclusive programs, services, policies, and procedures	Increase City support of City departments and groups that serve underrepresented populations.	Mayor's Office	Ongoing
	Encourage and highlight collective/independent commitment to diversity, equity, and inclusion in internal- and external-facing communities.	Examine and <b>recommend revisions to revise</b> policies across all departments to be culturally safe and inclusive of all perspectives.	Mayor's Office/ Diversity Council	Ongoing
	Consider diverse representation when appointing seats on all City councils, boards, and committees.	Establish culturally competent, high-level decision making.	Mayor's Office/ Diversity Council	Ongoing

# CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Result(s)	Responsibility	By When?
	Provide guidance to all departments on developing localized land acknowledgements.	Recruit and retain a staff reflective of Alaska Native/American Indian peoples.	Diversity Council	Immediate
	Include diversity, equity, and inclusion learning objectives and outcomes in performance reviews.	Strive to create a safe and inclusive environment for those who experience marginalization.	Mayor's Office	6 months – 1 year
	Establish official City support and funding for recognizing holidays, such as Indigenous Peoples' Day, Juneteenth, MLK Day, etc.	Increase support and visibility for events/holidays/programs that reflect our diverse community.	Mayor's Office	Ongoing



# CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Results	Responsibility	By When?
<b>4. Education and Training.</b> Provide multi-tiered and on-going strategic and collaborative education and outreach to the City of Fairbanks leaders, staff and residents.	<b>Required – Review State, Local, National Diversity Council Work</b> as directed by City Ordinance 5939.	FDC and City to gain competencies in: <ul style="list-style-type: none"> <li>• Seeing opportunities to be proactive in advancing diversity work</li> <li>• Identifying instances of internal/external inequity</li> <li>• Confidence to engage in tough conversations</li> <li>• Having and/or knowing where to find resources</li> <li>• Deepening understanding of how to be an advocate and ally</li> </ul>	Diversity Council	Ongoing
	<b>Required – Provide Reports and Recommendations to City Council</b> as directed by City Ordinance 5939. City staff will provide initial training and education to FDC members on methods of governance and communication to the Fairbanks City Council.	Ensure FDC can effectively and efficiently communicate observations and recommendations to the City Council for consideration of adoption.  FDC will request of City to provide focused measures to monitor and publish annually; report baselines, measures, and progress to Fairbanks City Council.	Mayor’s Office  Diversity Council	Ongoing
	<b>Required – Assist with Accessibility Issues</b> as directed by City Ordinance 5939. Form committee to assess and examine common barriers to equal accessibility, examine public policy and practice issues that lead to inequities in accessibility, and provide recommendations to City leaders and staff.	Ensure continuous improvement and awareness of accessibility and access barriers.  FDC to develop accessibility comment/concerns form; form will be published on FDC website; FDC to provide report to City.	Diversity Council  City Engineer’s Office  City Building Department	Ongoing

# CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Results	Responsibility	By When?
	Required – Recommend at least one annual training for all City employees.	City to gain competencies in: <ul style="list-style-type: none"> <li>• Seeing opportunities to be proactive in advancing diversity work</li> <li>• Identifying instances of internal/external inequity</li> <li>• Confidence to engage in tough conversations</li> <li>• Having and/or knowing where to find resources</li> <li>• Deepening understanding of how to be an advocate and ally</li> </ul>	Diversity Council	Ongoing
	Implement current events discussions and calendar and declare a “diversity topic of the month” for FDC meetings	Continuous and comprehensive education on diversity.	Assigned to a different FDC member each month	Ongoing
	Develop and maintain collaborative partnerships with other groups and jointly conduct recurring diversity awareness training and discussion for City Council members and City staff.	Ensure staff at all levels of the organization understands principles of diversity leadership and are considerate of EEO principles, biases and discrimination.  Gain awareness of Fairbanks’ history and current-day context of racial/social equity, as related to City and departments.  Empower City staff to develop increased sense of agency when addressing racial/social equity with internal and external audiences.	Human Resources  Diversity Council	Ongoing

# CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Results	Responsibility	By When?
	Provide periodic updates to the Fairbanks City Council and Borough Assembly.	Strengthen communications and provide and receive direction.  Create standardized report requirements (template); ask City Council and Borough Assembly what is important for them to have monitored.  Create focused, quantifiable set of 5-year goals/targets for community and City Council groups to be accountable to.	Diversity Council  City Council  Borough Assembly	Ongoing, Annual
	Grow partnership with the University of Alaska Fairbanks to share resources and complement existing efforts.	Communicate with multiple audiences; practice community building through inclusivity.	Diversity Council  City Council	Ongoing
	Grow partnerships with local Alaska Native corporations and tribal entities to engage in Indigenous cultural safety training/education.	Through intentional action, communicate the importance and relevance of local diversity and responsiveness.	Diversity Council  City Council	Ongoing

**RESOLUTION NO. 5043**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE ALASKA DIVISION OF HOMELAND SECURITY FOR THE FFY2023 STATE HOMELAND SECURITY PROGRAM**

**WHEREAS**, the City of Fairbanks has been notified by the Alaska Division of Homeland Security and Emergency Management that the City is eligible to apply for State Homeland Security Program (SHSP) funds to address planning, organization, equipment, training, and exercise needs to respond to acts of terrorism and other catastrophic events; and

**WHEREAS**, the City of Fairbanks plans to use the funds to purchase mobile radios for Fairbanks Emergency Communications Center (\$60,000), to purchase an ambulance bus for Fairbanks Fire Department (\$700,000), and for ropes and collapse training for Fairbanks Fire Department (\$100,000); and

**WHEREAS**, the City of Fairbanks plans to request \$860,000, and no match is required.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Mayor or his designee is authorized to execute any and all documents required for requesting funds on behalf of the City for the State Homeland Security Program grant.

**PASSED and APPROVED this 23rd Day of January 2023.**

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**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 5043

Abbreviated Title: FFY2023 STATE HOMELAND SECURITY PROGRAM

Department(s): FECC & FIRE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes \_\_\_\_\_ No X

2) additional support or maintenance costs? Yes \_\_\_\_\_ No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes \_\_\_\_\_ No X

If yes, how many positions? \_\_\_\_\_

If yes, type of positions? \_\_\_\_\_ (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

PROJECTS:	Equipment	Training	Personnel	Total
FECC mobile radios, wiring, and 1 antenna	\$60,000			\$60,000
FFD ambulance bus	\$700,000			\$700,000
FFD ropes and collapse training		\$100,000		\$100,000
	<b>\$760,000</b>	<b>\$100,000</b>		<b>\$860,000</b>

FUNDING SOURCE:	Equipment	Training	Personnel	Total
Grant Funds (Federal Pass-Through from State)	\$760,000	\$100,000		\$860,000
<b>TOTAL</b>	<b>\$760,000</b>	<b>\$100,000</b>		<b>\$860,000</b>

The operations and maintenance costs associated with the FECC mobile radios will be performed by the selected vendor. Public Works will perform the operations and maintenance costs associated with the ambulance bus that will be incorporated in the annual general fund budget. There are no ongoing costs anticipated from the training.

Reviewed by Finance Department: Initial SF Date 1/13/2023

**RESOLUTION NO. 5044**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO PARTICIPATE IN THE FAIRBANKS NORTH STAR BOROUGH (FNSB) AIR QUALITY IMPROVEMENT PROGRAM REPLACEMENT PROGRAM FOR 1424 MOORE STREET (FAIRBANKS SENIOR CENTER)**

**WHEREAS**, the City of Fairbanks owns the real property located at 1424 Moore Street and currently leases that property to the North Star Council on Aging, Inc.; and

**WHEREAS**, the North Star Council on Aging, Inc. plans to replace an oil burning heating appliance with a gas burning heating appliance at 1424 Moore Street and would like to participate in the FNSB Air Quality Improvement Program Replacement Program; and

**WHEREAS**, the FNSB Air Quality Improvement Program Replacement Program would provide \$7,500 for eligible expenses associated with replacing the oil burning heating appliance with a gas burning heating appliance; and

**WHEREAS**, the City of Fairbanks would be required to sign a deed restriction that restricts all future installations of solid fuel burning appliances on the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:**

**SECTION 1.** That the Mayor or his designee is authorized to execute all documents required for participating in the FNSB Air Quality Improvement Program Replacement Program for the replacement of the oil burning heating appliance with a gas burning heating appliance at 1424 Moore Street.

**SECTION 2.** That the effective date of this resolution is the 23rd day of January 2023.

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**David Pruhs, Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Paul Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 5044

Abbreviated Title: FNSB AIR QUALITY IMPROVEMENT PROGRAM REPLACEMENT PROGRAM

Department(s): GENERAL

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes \_\_\_\_\_ No X

2) additional support or maintenance costs? Yes \_\_\_\_\_ No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes \_\_\_\_\_ No X

If yes, how many positions? \_\_\_\_\_

If yes, type of positions? \_\_\_\_\_ (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

PROJECTS:	TOTAL
NORTH STAR COUNCIL ON AGING	\$ 7,500.00
<b>TOTAL</b>	<b>\$ 7,500.00</b>

FUNDING SOURCE:	TOTAL
GRANT FUND	\$ 7,500.00
<b>TOTAL</b>	<b>\$ 7,500.00</b>

The City of Fairbanks will reimburse the North Star Council on Aging funds received from the Fairbanks North Star Borough to replace an oil burning heating appliance with a gas burning heating appliance at 1424 Moore Street.

Reviewed by Finance Department: Initial mb Date 1/12/2023



# DEED RESTRICTION ON THE INSTALLATION OF SOLID FUEL BURNING APPLIANCES

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## TO WHOM IT MAY CONCERN:

This deed restriction is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **David Pruhs on behalf of the City of Fairbanks** (hereinafter referred to as the “Grantor(s)”), the owner(s) of the following described property (“the Property”):

**Lot 1A, of the Replat of Lot 1, Alaska State Land Survey Plat No. 80-21, according to the plat filed March 23, 1993 as Alaska State Land Survey Plat No. 89-128; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.**

This legal description was obtained from a previously recorded instrument.

Commonly known as **1424 Moore Street** with a parcel account number of **0094072**. This address is provided for informational purposes only.

Grantor(s) acknowledge(s) and agree(s) that, as a condition of participating in any of the Fairbanks North Star Borough’s (FNSB) Voluntary Replacement, Removal, or Conversion Programs and as a requirement of the source of funding for the programs, the following deed restriction is impressed upon the above-described Property, to wit:

The Property is restricted from future installations of any solid fuel burning appliances (SFBA). SFBA means any appliance designed to produce heat by burning nongaseous and nonliquid fuels. This definition includes, but is not limited to: wood stoves, coal stoves, wood-fired hydronic heaters, wood-fired furnaces, coal-fired hydronic heaters, coal-fired furnaces, fireplace inserts, pellet fuel burning appliances, masonry heaters, cook stoves, and fireplaces.

This deed restriction shall run with the land and shall be binding on all successors, heirs, and assigns of the Grantor(s) who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, agrees and covenants to abide by and fully perform the provisions of this deed restriction.

This deed restriction is a condition of participating in the Borough’s voluntary replacement, repair, and conversion programs, through which either an SFBA or an oil-burning appliance was repaired or replaced with or converted to any of the following: wood- or pellet-burning heating appliance, an emergency power backup system, or an appliance designed to use natural gas,

propane, home heating oil, electricity, or hot water district heat. This deed restriction is also a condition of participating in the Borough's Voluntary Removal Program, through which an SFBA has been removed but not replaced. FNSBC 21.28.040; FNSBC 21.28.045. These restrictions represent enforceable conditions established by the State of Alaska Department of Environmental Conservation (ADEC) that are necessary for its Air Quality program and Grantor(s) specifically grant(s) the ADEC or other air quality agency the authority to enforce this deed restriction. This deed restriction applies in perpetuity unless specifically revoked in writing by the ADEC Office.

PLEASE NOTE: SIGNATURES ARE REQUIRED TO BE NOTARIZED AND ALL PROPERTY OWNERS MUST SIGN.

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The undersigned and any successors in interest will notify all potential buyers of this property of the existence of this Restriction Agreement via a Seller's Disclosure Statement as required by AS 34.70.010.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

MAILING ADDRESS: 800 Cushman St., Fairbanks, AK 99701

RETURN TO: **FNSB Air Quality 3175 Peger Road, Fairbanks, AK 99709**

**ACKNOWLEDGMENT**

STATE OF ALASKA )  
JUDICIAL DISTRICT: FOURTH ) ss.

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared David Pruhs on behalf of the City of Fairbanks known to me and to me known to be the individual described in and who executed the forgoing instrument and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public is and for Alaska

My commission expires: \_\_\_\_\_

(Seal)

(Revised 4-14-22)

**RESOLUTION NO. 5045**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FOR THE FFY2022 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM**

**WHEREAS**, the United States Department of Homeland Security provides funds through the SAFER Grant Program to assist fire departments in increasing the number of firefighters to meet industry minimum standards; and

**WHEREAS**, the City of Fairbanks Fire Department has requested an increase in staffing for several years; and

**WHEREAS**, the SAFER Grant Program will provide funding for new firefighters for a period of three years, and there is no cost share or match or position cost limit; and

**WHEREAS**, the City of Fairbanks Fire Department wishes to increase its overall staffing by four to seven firefighters; and

**WHEREAS**, the City of Fairbanks wishes to request \$1,286,400 for four firefighters.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Mayor or his designee is authorized to execute any and all documents required for requesting funds on behalf of the City for the Staffing for Adequate Fire and Emergency Response grant.

**PASSED and APPROVED this 23rd Day of January 2023.**

\_\_\_\_\_  
**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, MMC, City Clerk

\_\_\_\_\_  
Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 5045

Abbreviated Title: FFY2022 SAFER Grant Program

Department(s): Fire Department

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes \_\_\_\_\_ No X

2) additional support or maintenance costs? Yes \_\_\_\_\_ No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes X No \_\_\_\_\_

If yes, how many positions? 4

If yes, type of positions? F (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

PROJECT EXPENSES:	Year 1	Year 2	Year 3	Total
Personnel Wages & Benefits (4 Firefighters)	\$415,200	\$428,800	\$442,400	\$1,286,400
<b>TOTAL</b>	<b>\$415,200</b>	<b>\$428,800</b>	<b>\$442,400</b>	<b>\$1,286,400</b>

FUNDING SOURCE:	Year 1	Year 2	Year 3	Total
Grant Funds (Federal)	\$415,200	\$428,800	\$442,400	\$1,286,400
<b>TOTAL</b>	<b>\$415,200</b>	<b>\$428,800</b>	<b>\$442,400</b>	<b>\$1,286,400</b>

The SAFER Grant will pay salary and associated benefits for firefighters primarily assigned on a fire suppression vehicle. The City will have new hire costs of \$100,000 in year 1 and yearly training (\$500) and clothing allowance (\$600) costs in year 2 and year 3. The City of Fairbanks will be required to maintain the same level of staffing during the grant performance period. This grant does not require a match or retention after the granting period.

Reviewed by Finance Department: Initial SF Date 1/13/2022

**RESOLUTION NO. 5046**

**A RESOLUTION AWARDING A CONTRACT TO NC  
MACHINERY COMPANY TO PROVIDE A LOADER AND  
GRADER IN THE AMOUNT OF \$846,359**

**WHEREAS**, in accordance with FGC Chapter 54, Article VI, Section 54-242, the purchasing agent may participate in a cooperative purchasing agreement; and

**WHEREAS**, the City identified NC Machinery Company through a cooperative purchasing agreement that can provide a loader in the amount of \$428,147 and a grader in the amount of \$418,212 that meet the specifications required by Public Works; and

**WHEREAS**, the City intends to contract with NC Machinery Company in the amount of eight hundred forty-six thousand, three hundred fifty-nine dollars and zero cents (\$846,359.00); and

**WHEREAS**, funding was approved in the Capital Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Mayor or his designee is authorized to execute a contract to purchase a loader and grader from NC Machinery Company in the amount of \$846,359.00.

**PASSED and APPROVED this 23rd Day of January 2023.**

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**David Pruhs, City Mayor**

YEAS:  
NAYS:  
ABSENT  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 5046

Abbreviated Title: AWARDING CONTRACT TO NC MACHINERY FOR LOADER AND GRADER

Department(s): PUBLIC WORKS

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes \_\_\_\_\_ No x

2) additional support or maintenance costs? Yes \_\_\_\_\_ No x

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes \_\_\_\_\_ No x

If yes, how many positions? \_\_\_\_\_

If yes, type of positions? \_\_\_\_\_ (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

<b>PROJECTS:</b>	<b>PURCHASE COST</b>
WHEEL LOADER	\$428,147
MOTOR GRADER	\$418,212
<b>TOTAL</b>	<b>\$846,359</b>

<b>FUNDING SOURCE:</b>	<b>TOTAL</b>
CAPITAL FUND (PUBLIC WORKS)	\$846,359
<b>TOTAL</b>	<b>\$846,359</b>

This purchase will include a one year warranty for major repairs. The operations and maintenance costs associated with this equipment will be performed by Public Works and incorporated in the annual general fund budget.

Reviewed by Finance Department: Initial mb Date 1/18/2023

**ORDINANCE NO. 6231**

**AN ORDINANCE AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY GRANT PROGRAM AND AMENDING THE 2023 CAPITAL BUDGET**

**WHEREAS**, the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant program provides the United States Department of Transportation a unique opportunity to invest in road, rail, transit, and port projects, with \$1.5 billion in funds available for the FY2023 RAISE grant program; and

**WHEREAS**, the City of Fairbanks plans to apply for funds to reconstruct roads, sidewalks, and improve drainage in the Island Homes subdivision; and

**WHEREAS**, the City of Fairbanks plans to request \$13,000,000, and a 20% match of \$2,600,000 is required.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:**

**SECTION 1.** That the Mayor or his designee is authorized to execute all documents required for requesting funds on behalf of the City for the RAISE Discretionary Grant Program.

**SECTION 2.** That the Capital Fund budget is amended to provide \$2,600,000 in matching funds.

**SECTION 3.** That the effective date of this ordinance is the \_\_\_\_ day of February 2023.

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**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, MMC, City Clerk

\_\_\_\_\_  
Paul J. Ewers, City Attorney





**ORDINANCE NO. 6232**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FOR THE FFY2022 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) AND AMENDING THE 2023 CAPITAL BUDGET**

**WHEREAS**, the City of Fairbanks has been notified by the United States Department of Homeland Security that the City is eligible to apply for the Assistance to Firefighters Grant (AFG) Program to enhance operations and safety; and

**WHEREAS**, the City of Fairbanks plans to use the funds to purchase a Tender to replace the existing 2004 Tender; and

**WHEREAS**, the City of Fairbanks plans to request \$775,000, and a 10% match is required; and

**WHEREAS**, the City of Fairbanks is providing a match in the amount of \$77,500 from the Capital Fund.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:**

**SECTION 1.** That the Mayor or his designee is authorized to execute all documents required for requesting funds on behalf of the City for the Assistance to Firefighters Grant Program.

**SECTION 2.** That the Capital Fund budget is amended to provide \$77,500 in matching funds.

**SECTION 3.** That the effective date of this ordinance is the \_\_\_\_ day of February 2023.

---

**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

---

Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 6232

Abbreviated Title: FFY2022 Assistance to Firefighters Grant

Department(s): Fire Department

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes X No       

2) additional support or maintenance costs? Yes        No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes        No X

If yes, how many positions?       

If yes, type of positions?        (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

PROJECTS:	Equipment	Building	Personnel	Total
Fire Apparatus - Tender	\$775,000			\$775,000
<b>TOTAL</b>	<b>\$775,000</b>			<b>\$775,000</b>

FUNDING SOURCE:	Equipment	Building	Personnel	Total
Grant Fund (Federal)	\$697,500			\$697,500
Capital Fund (Fire)	\$77,500			\$77,500
<b>TOTAL</b>	<b>\$775,000</b>			<b>\$775,000</b>

The operations and maintenance costs associated with this equipment will be performed by Public Works and incorporated in the annual general fund budget.

Reviewed by Finance Department: Initial SF Date 1/13/2023

**ORDINANCE NO. 6233**

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE AFL-CIO CRAFTS COUNCIL AND AMENDING THE 2023 OPERATING BUDGET**

**WHEREAS**, the City of Fairbanks and the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) have been operating under the terms of the 2020-2022 Collective Bargaining Agreement, which expired on December 31, 2022; and

**WHEREAS**, the City Administration and the AFL-CIO have reached a tentative agreement on terms for a replacement contract; and

**WHEREAS**, the City of Fairbanks 2023 operating budget will be amended to include the increased expenditures as reflected in the attached fiscal note.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:**

**Section 1.** That the attached Collective Bargaining Agreement between the City of Fairbanks and the AFL-CIO, effective February 16, 2023 through December 31, 2025, is hereby ratified by the City Council.

**Section 2.** That the City's 2023 operating budget is amended to include the increased expenditures as reflected in the attached fiscal note.

**Section 3.** That the effective date of this ordinance is the \_\_\_\_ day of February 2023.

\_\_\_\_\_  
**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, MMC, City Clerk

\_\_\_\_\_  
Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 6233

Abbreviated Title: ORDINANCE RATIFYING FAIRBANKS AFL-CIO CRAFTS COUNCIL CBA

Department(s): PUBLIC WORKS

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes X No       

2) additional support or maintenance costs? Yes        No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes        No X

If yes, how many positions?       

If yes, type of positions?        (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

EXPENDITURES:	2023	2024	2025	TOTAL
SALARIES AND BENEFITS [YEAR 1]	\$ 97,000	\$ 116,000	\$ 116,000	\$ 329,000
SALARIES AND BENEFITS [YEAR 2]	\$ -	\$ 118,500	\$ 118,500	\$ 237,000
SALARIES AND BENEFITS [YEAR 3]	\$ -	\$ -	\$ 160,000	\$ 160,000
SALARIES CERTIFICATE OF FITNESS	\$ 1,250	\$ 1,250	\$ 1,250	\$ 3,750
SALARIES CLOTHING & TOOL REIMBURSEMENT	\$ 5,400	\$ 5,400	\$ 5,400	\$ 16,200
SALARIES AND BENEFITS LONGEVITY BONUS	\$ 69,500	\$ -	\$ -	\$ 69,500
SALARIES AND BENEFITS [NEW POSITIONS]	\$ 5,250	\$ 11,250	\$ 20,250	\$ 36,750
<b>TOTAL</b>	<b>\$ 178,400</b>	<b>\$ 252,400</b>	<b>\$ 421,400</b>	<b>\$ 852,200</b>

FUNDING SOURCE:	2023	2024	2025	TOTAL
GENERAL FUND	\$ 178,400	\$ 252,400	\$ 421,400	\$ 852,200
<b>TOTAL</b>	<b>\$ 178,400</b>	<b>\$ 252,400</b>	<b>\$ 421,400</b>	<b>\$ 852,200</b>

The CBA provides 3.0% in Year 1, 3.0% in Year 2, and 4.0% in Year 3; an annual certificate of fitness pay in the amount of \$1,250 for the plumber; and an increase for clothing (\$100.00), boots (\$50.00), and tools (\$50.00) allowance. The CBA also provides a longevity bonus on December 1, 2023 as follows: \$1,000 for less than 3 years; \$1,500 for less than 5 years, \$2,000 for less than 10 years; \$2,500 for less than 15 years; and \$3,000 for less than 20 years.

Reviewed by Finance Department: Initial mb Date 1/18/2023

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE CITY OF FAIRBANKS**

**and**

**FAIRBANKS AFL-CIO CRAFTS COUNCIL**

February 16, 2023 - December 31, 2025

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## **AGREEMENT**

This Agreement, made and entered into effective February 16, 2023, between the City of Fairbanks, hereinafter referred to as "the City" or "Employer," and the Plumbers and Pipefitters Local #375, Laborers International Union of North America Local #942, International Union of Operating Engineers Local #302, Painters and Allied Trades Local #1959, Pacific Northwest Regional Council of Carpenters Local #1243, and International Brotherhood of Teamsters Local #959, known together, and hereinafter referred to as the "Fairbanks AFL-CIO Crafts Council" or "the Union(s)." The parties have mutually agreed as follows:

## **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to assure a supply of competent and capable workers, to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to avoid interruption or interference with the efficient operation of the City, to promote fair, safe, and healthful working conditions, to assure amicable labor management relations, to encourage the growth and development of City employees, and to record the terms of agreement with respect to rate of pay, hours of work, and other conditions of employment arrived at through the process of collective bargaining.

## **1. DURATION, MODIFICATIONS AND CHANGES**

### **1.1 Effective Dates**

This agreement shall become effective on February 16, 2023 and shall remain in effect until December 31, 2025. Any retroactivity contained herein shall affect only those employees covered by this Agreement and actually employed by the Employer on the effective date of this Agreement.

### **1.2 Modifications**

- (a) Either party desiring a change or modification in this Agreement shall notify the other party in writing between 90 days and prior to the anniversary date of this Agreement. Upon receipt of such notice, negotiations shall begin within 15 days. Changes or modifications mutually agreed to may be made at any time during the life of the agreement subject to member ratification and City Council approval.
- (b) In the event that the parties commence negotiations for a new contract or for amendment of the current contract, each craft may have a negotiator present at negotiations. Three represented employees may attend such negotiations on duty, and others are free to attend if off duty on approved leave.

### **1.3 Renewal**

In the event that the termination date of this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the renewal Agreement is negotiated and executed.

### **1.4 Retroactive Pay**

There is no retroactive pay negotiated with this collective bargaining agreement.

## **2. COVERAGE**

The City recognizes the AFL-CIO Crafts Council as the bargaining representative for all classifications listed under Article 23, Schedule A, of this Agreement. All personnel matters for Union members covered by this contract will be controlled and regulated by this Agreement.

## **3. EMPLOYER-UNION RELATIONS**

### **3.1 City Management**

The City has and will retain the sole right to represent and manage the City and to direct the working forces, including, but not limited to, the right to determine the City's mission, policies, and to set forth all standards of service offered to the public; the right to plan, direct, control, and determine the operations and services to be conducted by employees of the City; the right to determine the methods, means, and number of personnel needed to carry out the City's mission; the right to hire, to promote and demote, to discipline, to reclassify and/or discharge any personnel in its employ for good and just reason in the interest of the City, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the recognized prerogative of the City to manage and control the business.

### **3.2 Union and City Responsibilities**

- (a) The Union assumes the responsibility to supply the City with competent qualified workers with no discrimination on the basis of an individual's race, sex, sexual orientation, age, if the individual is 18 years of age or older, color, religion, disability, genetic information, marital status, gender identity, or national origin for those classifications listed in this Agreement. Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Union. The City may reject any employee it finds unsatisfactory.
- (b) It is hereby agreed that there shall be no discrimination by the City, or the Union, against any employee on the basis of race, sex, sexual orientation, age, if the

individual is 18 years of age or older, color, religion, disability, genetic information, marital status, sexual orientation, gender identity, or national origin or because of membership in or lawful activity on behalf of the Union. To the extent allowed by law, the City further agrees to give priority of hire and job tenure to residents of the Fairbanks area when such residents possess the requisite skills and abilities and are available.

### **3.3 Shop Stewards**

The City will recognize four Shop Stewards, including one Teamster, one Operator, one Trade Specialist, and one Laborer. Stewards will be selected by the Union and recognized by the City as authorized representatives of the Employees or groups for whom they are selected. In the event that a Steward is selected by the City to be a step-up Foreman or is on absent from work for an extended period of time the Union shall have the right to select an alternate Steward. The Union shall notify the City within 24 hours as to the appointment or official status of any Shop Steward.

### **3.4 Bulletin Boards**

The City shall furnish bulletin boards for the use of the Union.

### **3.5 Union Access**

The authorized Union Business Representatives shall be granted access to the City's premises when any employees represented by this Agreement are on duty but shall not interfere with operations.

### **3.6 Loyal and Efficient Service**

The Union agrees that its members, who are employees of the City, shall individually and collectively perform loyal and efficient service and that they shall use their influence and best efforts to protect the property and interests of the City and to cooperate with the City to this end at all times.

### **3.7 Craft Jurisdiction**

It is agreed that work shall be assigned in accordance with craft jurisdiction. Any jurisdictional disputes between labor organizations affiliated with the AFL-CIO Crafts Council shall be settled in accordance with the rules and procedures established by the Council. However, it is recognized by the parties that conditions of public employment do not always permit work to be performed on the basis of strict craft lines.

- (a) Employees may be required to work out of classification for a period of up to, but not exceeding, three workdays in any one calendar month per classification (Trade Specialist, Operator, Teamster, and Laborer). If it is deemed that the project/work will take longer than three days, the City must contact the affected

labor organization and mutually agree on an extension or request a member from the Union Hall with adequate job skills. Nothing in this subsection authorizes work to be performed in an unsafe manner in violation of Section 17.

- (b) It is also understood that to promote maximum efficiency on certain operations/projects, the composite crew concept may be employed by the City where it does not conflict with Section 3.7(a) above.
- (c) Periodic review of such work assignments shall be made for purposes of adjusting such assignments, as appropriate, to take care of changing needs.

### **3.8 State and Federal Law**

Any provision of the Agreement or subsequent amendments thereto, found to be in violation of any applicable State or Federal law shall be null and void, but all other provisions of the Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties agree to meet within 15 days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been ratified by the parties.

### **3.9 Work Stoppage**

The Union agrees that it will not engage in any work stoppage because of any jurisdictional dispute with any labor organization.

### **3.10 Work Study Program**

The parties agree to adopt, via Letter of Agreement, a work study program for the Public Works Department similar to the programs adopted by other City Departments.

## **4. GRIEVANCE PROCEDURES**

### **4.1 Intent**

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the Union have adopted the following procedures.



## **4.2 Definition**

A grievance is defined as any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement. However, any dispute involving the commencement date or termination date of this contract shall not be considered a grievance, and shall not be submitted to the grievance-arbitration procedure set forth herein, but any such questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. A grievance may be initiated by the Union or the City as hereafter specified.

## **4.3 First Step**

When an employee has a grievance, the employee (accompanied by the steward, if the employee so chooses) shall verbally discuss the matter with the immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 30 calendar days after its occurrence or within 30 calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge or should have gained knowledge, that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance shall be reduced to writing, signed by the employee, and presented to their immediate supervisor. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, their response to the grievance within three working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor shall be delivered to the Union, with a copy to the aggrieved employee(s), for further handling at the next step of this procedure.

## **4.4 Second Step**

If the grievance is not settled to the satisfaction of all concerned parties in the first step, the written grievance and response thereto, along with a written statement as to why the response to Step One was not acceptable, shall, within five working days, be delivered to the department head, who shall attempt to settle the grievance. If the grievance is not settled, the department head shall deliver their written response, with the original grievance and all previous responses attached, to the appropriate Union, to the President of the Fairbanks AFL-CIO Crafts Council and to the aggrieved employee(s) within five working days after the submission of the grievance. If the written answer of the department head is not satisfactory, then the employee shall have five working days to decide if they wish to appeal the grievance to the third step of this procedure.

#### 4.5 Third Step

- (a) If the dispute is not settled to the satisfaction of all concerned parties, then the written grievance with responses thereto shall be submitted by the Union's business agent to the Human Resources Director, or the Administration who shall investigate and report findings and recommendations to the Mayor within five working days after the matter has been submitted to the Director. The Mayor shall attempt to settle the grievance, but if not successful, the Mayor shall have seven working days after the grievance has been submitted to the Human Resources Director or the Administration to answer. If the answer of the Mayor is not satisfactory, and before going to arbitration as provided in 4.6 below, those matters which are unresolved shall be discussed at a meeting between the parties (the employee involved, the Union's business agent, the Mayor, the Human Resources Director, the department head, and such other persons as may be mutually agreeable to the parties) during which time all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.
- (b) An employer grievance will be filed with the Union's business agent at the Third Step. A grievance may be filed by the Union at the Third Step. A grievance initiated by the Union or the City shall be in writing and shall state the section number of this Agreement alleged to have been violated and the manner it has been violated.

#### 4.6 Arbitration

The moving party shall make demand in writing upon the other party for binding arbitration within 14 calendar days from the date of delivery of the final response of the Mayor or of the Union, as the case may be. Such notice shall include the nature of the matter to be arbitrated and the contract provisions(s) allegedly violated.

- (a) ARBITRATOR SELECTION. When a grievance is submitted to binding arbitration, the Union and the City shall meet at a mutually agreeable date and time, within 14 calendar days, to select an arbitrator.
- (1) Upon the failure of the parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven names of persons who are available for service as arbitrators.
  - (2) Within five working days of receipt of the list, the City and the Union representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot. The person whose name has been chosen shall become the Arbitrator.

- (b) TIME LIMITS OF ARBITRATION. Arbitration shall commence as soon as possible at a date and time acceptable to the parties and the arbitrator. The arbitrator shall make a written report of their findings to the Union and the City within 30 working days after the hearing is concluded, unless mutually agreed otherwise.
- (c) RULES GOVERNING THE ARBITRATION. Said arbitrator will be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association as amended. The decision of the arbitrator shall be final and binding on both parties to the dispute.
- (d) IMPLEMENTATION OF DECISION. The final decision of the arbitrator shall be implemented as soon as possible, but no later than 30 days after the final decision is rendered.
- (e) AUTHORITY OF ARBITRATOR. The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. They shall have no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. However, by mutual agreement of the City and the Union, the grievance procedure set forth above may be used in other matters.

#### **4.7 Separate Arbitrators**

Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and the Union mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances filed over the same issue will be combined.

#### **4.8 Arbitration Expense**

The City and the Union shall equally share the expense of the arbitrator and shall share equally the other expenses involved in such arbitration proceedings, including stenographic expenses, except each party shall bear the expense of their respective non-employee witnesses.

#### **4.9 Witness Expense**

Any City employee called as a witness by either side will continue to receive their regular rate of pay while attending such hearings, not to exceed regular working hours. Should such meetings be scheduled outside of regular working hours, or extended beyond such regular working hours, no compensation shall be paid by the City for the time outside such hours.

#### **4.10 Working Conditions/Award Limits**

When any matter in dispute has been referred to the Grievance Procedure set

forth above, the conditions and provisions prevailing prior to the time the dispute arose shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered. When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined an employee has been discharged unjustly and without cause, the Arbitrator shall order the City to return the employee to their position without loss of seniority or pay.

#### **4.11 Default**

In the event that the City fails to answer a grievance within the time required at any step of the Grievance Procedure, or the Union fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, then the grievance will be considered settled against the side which has defaulted. However, any of the time limits to the grievance or arbitration procedures may be extended by mutual agreement. Grievances resolved by default cannot be the basis of establishing precedent for the settlement of any other grievances. No default may be declared unless the defaulting party has been given notice by the other party and a chance to correct the default.

#### **4.12 Origination Above First Step**

Any grievance that originates from a level above the first step of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

### **5. EMPLOYEE BENEFITS**

#### **5.1 Retirement**

Employees covered under this Agreement shall participate in their respective unions' retirement trust funds. The City agrees to contribute to the applicable trust funds the amount set forth in Schedule A for each compensable hour credited to employees for the purpose of retirement benefits as specified in said trust agreements. Contributions shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. It is understood and agreed that the contributions are to be computed solely on the total number of compensable hours, including personal leave and paid holidays, and are not to be included in wages or the computations of overtime. Except for the making of hourly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the trust funds, eligibility for employees to receive pension benefits, or future payment of pension benefits to retirees. The Union parties further agree that the trustees named in each Unions' trust and their successors in trust are and shall be the parties representatives and consent to be bound by the actions and determinations of the trustees.

The City agrees to allow employees to participate in the City's deferred compensation plan. Employees will designate the amount to be deducted from their paycheck. Deductions will be deposited in the employee's deferred compensation account at least monthly.

## **5.2 Individual Records**

The City agrees to make available to the employee and also, with the employee's permission, to the Union Business Manager or the Manager's appointed representative, the employee's individual records, upon reasonable notification.

## **5.3 Health and Security**

The City agrees to make a monthly contribution, as set forth in Schedule A, to the respective Union Health and Welfare Trusts. Except for the making of monthly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the Health & Welfare Health Trusts, eligibility for employees to receive plan benefits, or the level or terms of future plan benefits. The AFL- CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those successors in trust are and shall be the City's representatives and consent to be bound by the actions and determinations of the trustees. The City's contribution to each Union's respective Health and Welfare Trust will be as specified on Schedule A of this agreement and shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned.

## **5.4 Prepaid Legal**

The City agrees to participate in the various Union- Employer prepaid legal trust plans and to be bound by the Trust Agreements creating and controlling such plans, as may be amended from time to time. Contributions, in an amount designated by the participating crafts involved, shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. The contribution reduces the rate of that particular craft. Said contribution, and any subsequent increases in contributions, shall be deducted from the employee's negotiated wage.

## **5.5 Physical Examinations**

A yearly physical examination is offered to employees of the City for ICC physicals. Physicals other than CDL physicals are subject to the approval of specific application for such physical examination by the Mayor.

The Unions agree that the City may adopt a pre-employment "Fit for Duty" program.

When in the opinion of the City there arises specific questions as to the physical or mental ability of an employee to perform their normal work assignment, an appropriate examination may be ordered by the City. If such examination demonstrates, in the opinion of the examining medical professional, that the employee is physically or mentally incapable of performing their normal work assignment, the employee shall be allowed to seek a second opinion from a local licensed medical professional of their choice. If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a medical professional mutually agreeable to the City and the employee. The results of this third examination shall be final and shall be binding on both parties. The employer shall pay for first and third physical examinations and connected expenses involved with this section.

## **5.6 Physical Condition**

If an employee is prevented from performing their normal work assignment due to a physical condition, the City agrees to make an effort to place the employee in a classification the employee can perform within their craft under this agreement.

## **5.7 Clothing and Tool Reimbursement**

The City will compensate eligible employees (employees working more than 1,000 hours per year) as follows for reimbursement of the expense of replacing work boots, work clothing, and tools, in recognition of the wear and tear due to City employment. The clothing, boot, and tool allowances will be paid in a single lump sum with the first payroll in July, without the need for employees to provide receipts.

- (a) Gloves and coveralls will be provided for employees engaged in road oiling, sewer work, garbage collection, vehicle repair, and maintenance operations, or other similar types of work.
- (b) The employees assigned to vehicle repair, oiling, and patching for 40 hours will be reimbursed by the City for the cost of one pair of boots, per person, per year, as approved by the City and not to exceed \$300.00 dollars.
- (c) Employees will receive a \$400.00 per year clothing allowance.
- (d) A washer/dryer and detergent will be furnished by the employer for those employees wishing to launder the above-listed items of clothing during their off-duty hours or the employer may, at its option, provide cleaning for gloves and coveralls.
- (e) Permanent Mechanics will receive a \$350.00 per calendar year tool allowance.

## 5.8 Lockers

The City shall furnish lockers for clothes and equipment and space reserved for drying personal effects and other equipment for public works employees.

## 6. WORKING RULES

### 6.1 Work Week

- (a) The work week for Specialized Trades shall consist of five consecutive 8-hour days, Monday-Friday, exclusive of a lunch break, with a regular start time of 8 am. The start time, work week, and workday may be modified by mutual agreement between Specialized Trades personnel and the Public Works Director.
- (b) The work week for Office staff may vary between five consecutive 8- hour days, Monday-Friday, exclusive of a lunch break, with a regular start time of 8 am; or four consecutive 10-hour days, Monday-Thursday, exclusive of a lunch break, with regular start time of 7 am. The start time, work week, and workday may be modified by mutual agreement of the Office staff and the Public Works Director.
- (c) The work week for Laborers shall consist of four consecutive 10-hour days, Monday-Thursday, exclusive of a lunch break, with regular start time of 7 am.
- (d) The work week for Operators and Mechanics shall consist of four consecutive 10-hour days, Monday-Thursday, exclusive of a lunch break, with a regular start time of 7 am. During winter snow removal and spring break-up, the work week may be days or nights and shall consist of four consecutive 10-hour days, Monday-Thursday, Sunday- Wednesday, or Tuesday-Friday, with a regular start time of 7 am for days and 9:00 pm for nights.
- (e) By mutual agreement, between the Union and the City, variations of the work week may be established (i.e. flex schedule, split shift, etc.).

### 6.2 Shifts

- (a) The day shift is any shift with starting times between the hours of 6:00 a.m. and 11:59 a.m.
- (b) The swing shift is any shift with starting times between the hours of 12:00 noon and 6:59 p.m.
- (c) The graveyard shift is any shift with starting times between the hours of 7:00 p.m. and 5:59 a.m.
- (d) With prior mutual agreement between the Union and the City, other shifts may be worked and/or scheduled.

Prior to establishing a swing, graveyard, or other shift, volunteers in the needed classifications will be sought. If there are not enough volunteers to cover the City's operational needs, then a rotational schedule will be established in which

all permanent employees will be scheduled. Employees are allowed to have volunteers cover their assigned rotation.

### 6.3 Overtime

Overtime shall be paid for all work performed outside the regularly scheduled workweek, in quarter hour increments; however, overtime shall not be pyramided. For example, if overtime performance is less than 1/4 hour, the time shall be considered at 1/4 hour and paid accordingly. If overtime performance is more than 1/4 hour, but less than 1/2 hour, the extent of time shall be considered as 1/2 hour and paid accordingly.

- (a) For those employees working five 8-hour days "5-8's" schedule as outlined in 6.1(a), overtime will be paid at the time and one-half rate for hours worked in excess of eight hours per day or 40 hours per week. After 40 hours of work during a week, overtime will be paid at 1.5 times the employee's pay.
- (b) For those employees working four 10-hour days "4-10's" schedule as outlined in 6.1(b), overtime will be paid at the time and one half rate for hours worked in excess of 10 hours per day or 40 hours per week. After 40 hours of work during a week, overtime will be paid at 1.5 times the employees pay rate.
- (c) Regardless of hours worked during a week, all work performed on Saturday and Sunday shall be paid at the 1.5 rate, unless that employee is assigned to a night shift where the workweek begins Sunday night.
- (d) Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time may be taken and used in the same manner and terms as personal leave (when mutually agreeable by the employee and Department Director). Employees may carry 80 hours of comp time into the next calendar year. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to the employee by January 31.
- (e) It is recognized that due to the nature of municipal operations, employees may be required from time to time to work overtime to accomplish pressing public needs, such as snow removal, pumping during spring thaw, removal of construction hazards, and other public needs as may be determined by the City. The City agrees to give reasonable notice to employees that overtime is necessary to accomplish pressing public needs and further agrees that when such emergency situations are corrected, overtime shall not be mandatory. The City agrees to give recognition to situations which may arise from time to time which may prohibit an employee from working overtime.
- (f) The City agrees to fairly distribute overtime to its employees within each seniority group and agrees that permanent employees shall have first



refusal of overtime. If the safety and welfare of employee or public are in question (examples; prescribed medication or 14 hours of continuous operation), the Foreman must assess the situation and assign the overtime in a fair and equitable manner. However, it is understood that when employees have been assigned to tasks during the course of the day and overtime is required to complete those tasks, employees assigned to those tasks shall have the right to work the overtime necessary to complete the assigned task.

#### **6.4 Reporting Time**

Employees required to report to work and not put to work shall receive two hours pay at their regular straight time rate, unless notified not to report at the end of their previous shift or two hours prior to the start of the shift.

#### **6.5 Lunch Break**

Lunch periods will be at least 30 minutes in duration and will be scheduled at the midpoint of the shift. If the work requires the lunch period to start at a time before or after 30 minutes of the midpoint of the shift, then the employee shall be paid for such period at the applicable overtime rate. Poor weather lunch periods shall be taken in a warm, dry place, normally at the nearest employer facility or in heated enclosed vehicles, at the discretion of the craft Foreman. Except, because of special conditions which exist that are not compatible with the above clause concerning lunch periods, by mutual agreement between the Employer and the Union, those particular lunch periods may be altered to fit a specific purpose.

#### **6.6 Relief Period / Shift Clean up**

- (a) RELIEF PERIOD. All employees shall be allowed one relief break not to exceed 15 minutes in duration during the first half of the shift and 15 minutes during the second half of the shift. The Union and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When employees are working over their regular scheduled shift (either 8 or 10 hours), an additional relief break shall be taken every two hours, from the end of their last scheduled relief period.
- (b) SHIFT CLEANUP. All employees shall be afforded up to 15 minutes prior to lunch and the end of each shift to ensure the cleanliness of themselves, their work area and/or vehicle, and their work garments for the next workday. This time shall be used by employees for cleanup, and to ensure they are prepared and ready for the start of the subsequent shift and shall not be considered an additional break.

## **6.7 Foreman / Lead**

In Public Works, when three or more union personnel work on one job location without a foreman (excepting maintenance workers and packer crews), one of the employees will be designated as a working lead worker, and it will be their responsibility to direct the work force. The City may at its option, designate a working lead worker for a lesser number of employees. There shall be permanent craft foremen for each of the following classifications: laborers, operators, mechanics, and all Trade Specialists (collectively only when the City employs more than four permanent trade Specialists). Under the following occasional workload demands foremen may work in the craft as long as no other dispatch craft employees are displaced: (1) Training; (2) Emergencies, including heavy snow fall, earthquake, flood, wild land fire, and other events as determined by Department Head and Union (SOP procedure will be to first consult the Foreman); (3) Regularly scheduled crews do not show up; (4) Scheduled crews are present but a task comes up that needs immediate attention. If fewer than five permanent Trade Specialists are employed, one shall be selected and paid as a lead worker who will take direction as designated by the City. Each craft supervisor foreperson shall have a permanent lead worker who will replace the foreman when on personal sick leave and cover the shift when double shifting. A minimum of one lead worker will be appointed in the absence of the permanent lead worker for the following classifications: laborers, operators, mechanics, and trade specialists. A foreman with vehicular access to several crews will be considered to have direct supervision over those crews. Employees shall take instructions from whichever supervisor, foreman or lead worker, is designated by management. See Schedule A for pay of foreman and lead workers.

## **6.8 Working at Higher/Lower Classification**

The employer agrees to use employees within their respective classifications. Should it become necessary to work an employee in a higher rated classification; said employee will be paid at the higher rate of pay for working in said classification. An employee will be paid one-half shift at the higher rate of pay for any period of work not exceeding one-half shift duration and will be paid the whole shift at the higher rate of pay for work in excess of one-half shift duration. Should it become necessary to work an employee in a lower rated classification, said employee will continue to be paid at their regular rate of pay.

## **6.9 Inclement Weather**

No permanent employees covered by this Agreement shall, as a result of inclement weather, be caused to lose any pay, provided they report to work in the regular manner contained herein. If, due to inclement weather, employees are unable to perform their regular work, they shall, at the option of the City, perform other miscellaneous work as directed.

### **6.10 Call Back**

A minimum of two hours at the applicable overtime rate shall be paid when employees are called back to work after the regular shift.

### **6.11 Call Out**

If an employee is called by a Public Works supervisor to report to work on a scheduled day off, the employee will be paid a minimum of two hours at the applicable overtime rate. All work over two hours will be paid in 1/4-hour increments. *De minimis* time (such as answering a phone call) will be paid in 1/4- hour increments.

### **6.12 On Call**

An employee on call (standby) will be paid two hours at the applicable overtime rate for covering the phone or radio, with the further understanding that this time will be in addition to call out time.

### **6.13 Shift Change**

- (a) An employee changing shifts, when the employer requests it with less than 48 hours prior notification, shall receive 1.5 times the employee's regular rate of pay for all hours worked on the first shift. The premium pay does not apply when changing back to the employee's normal shift from short term changes. For the purpose of this provision, an employee's shift is changed when their scheduled days of work are changed, or starting time is moved to one of the other defined shifts.
  
- (b) Unless mutually agreed otherwise by the City and the employee(s), starting times for employees shall not be changed without 48 hours prior notification. Should an employee's regular starting time be changed without 48 hours' notice to the employee, all hours worked on the employee's first new workday shall be paid at one and one-half times the employee's regular rate of pay. This premium pay does not apply when changing back to the employee's normal starting time from short term changes. For the purpose of this provision, an employee's starting time is changed if their starting time is moved to a time different from their regular starting time, within the hours of any given shift listed in 6.2.

### **6.14 Shift Premiums**

Shift premiums for classification under this contract will be five percent of swing shift, and ten percent for graveyard shift.

## **7 HOLIDAYS**

### **7.1 Holidays**

The following days shall be considered holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day, Christmas Day, and such other days as the City Council may fix for all City employees. Dr. Martin Luther King, Jr. Day and Alaska Day will be observed as floating holidays in the same manner as a personal day and not on the day of the actual state holiday. Floating holidays must be used in the year accrued or otherwise are lost without cash value.

### **7.2 When Holiday Falls**

When a holiday falls on an employee's first scheduled day off, or second day for employees working a four day a week schedule, the preceding non-premium workday shall be considered to be the employee's holiday and paid as such. When a holiday falls on an employee's last scheduled day off, the following non-premium workday shall be considered the employee's holiday and paid as such.

### **7.3 Holiday Pay**

Holiday pay, in the amount of eight hours for each holiday, shall be paid to permanent employees working a 5-8's schedule at the employee's regular rate of pay. Holiday pay, in the amount of ten hours for each holiday, shall be paid to permanent employees working a 4-10's schedule at the employee's regular rate of pay. Temporary employees will be paid in accordance with Section 22.1.

### **7.4 Working On Holidays**

All employees who work on any of the above-named holidays shall be paid at the rate of 1.5 times their regular rate of pay. In addition, permanent employees shall receive holiday pay as set forth above.

### **7.5 Holiday on Leave**

Employees on leave with pay shall receive pay for a recognized holiday occurring during such leave with pay at their regular rate.

### **7.6 Eligibility for Holiday Pay**

In order to receive pay for an observed holiday an employee must not be on LWOP or have been absent without authorized leave on the workday before or after the holiday.

## **8 PERSONAL LEAVE**

### **8.1 Entitled to Personal Leave**

All employees covered by this Agreement shall be entitled to personal leave in accordance with the following.

### **8.2 Leave Pay**

Personal leave will be paid for at the employee's contract regular rate for their regular classification.

### **8.3 Leave Accrual**

(a) Employees shall accrue leave according to the following schedule:

- One – Two Years: 160 hours per calendar year
- Three-Five Years: 200 hours per calendar year
- Over Five Years: 240 hours per calendar year

Employment for less than a full pay period shall be pro-rated for the purpose of computing personal leave.

(b) The maximum leave bank accumulation for an employee is 600 hours. At the end of a calendar year any employee that has over 600 hours, who doesn't have their excess leave scheduled to be used by the end of February will have their unscheduled leave in excess of 600 hours cashed out on their final paycheck of the calendar year.

### **8.4 Leave Requests**

Personal leave shall be taken at any time mutually agreeable to the department head and the employee and shall not be unreasonably withheld by the Employer. Requests for leave exceeding 160 continuous hours will not be granted unless approved by the Mayor or designee. An employee shall notify their department head at least one day in advance when not more than two days leave are desired, except in the case of any emergency. When longer periods of leave are desired, at least one-week advance notice shall be given but may be denied if the absence of the employee hinders operations or causes overtime. Requests for personal leave more than 80 hours shall be made at least 30 days in advance, except for unforeseen circumstances. Leave will be granted if, in the opinion of the department head, the employee can be spared from their job for the time requested, however, such leave shall not be unreasonably withheld. Upon notification of scheduled personal leave to the City by the employee, the City agrees to approve or disapprove the

employee's scheduled personal leave in writing within 10 working days of submittal. If the City fails to reply to a leave request within 10 days, such leave request will be considered approved. Scheduled personal leave may also be taken in conjunction with approved travel on City business, so long as any additional expenses to the city are reimbursed by the employee. When personal leave is used for illness or bereavement, the employee shall notify the department head as soon as possible, but in no case later than 8:00 a.m. on a day they are scheduled to work. Leaving a message on the assigned voice mail number satisfies this notice requirement. If the City believes an employee is abusing the use of sick leave, the Union agrees to meet with the City and the employee to discuss leave usage with the goal of correcting any perceived abuse. If an employee calls in sick without enough leave to cover their absence the employee will be considered absent without leave (AWOL).

### **8.5 Unexcused Absences**

No employee shall be absent from the job without providing good and sufficient reasons, unless they have complied with the provisions of Section 8.4. Nothing in this section shall preclude the employer from exercising reasonable restraints and disciplinary actions for excessive absences and lateness from work. Employees arriving late for work as scheduled, without complying with Section 8.4 will be considered AWOL, employees that have earned personal leave will have leave deducted in quarter hour increments until their arrival, provided that an absence over a quarter hour shall be assessed to the next full quarter hour.

### **8.6 Termination Cash Out**

Upon termination of any employee covered by this agreement, accrued leave shall be paid at the employee's current rate of pay with the applicable pension contributions. In the case of separation with advanced notification, the use of leave more than 160 hours will not be granted.

### **8.7 Drawdown of Personal Leave**

Subject to the "cash-out value cap" provision set forth below, any employee covered by this agreement may cash out their personal leave in accordance with the following schedule. Member "cash-out" requests must be submitted to the Department Head. The cashed-out hours will be paid on a separate check within 15 days. In addition, the City will contribute pension payments to the appropriate trust at the rate in effect on the date of approval for all hours cashed out.

All personal leave hours have full leave usage and leave usage is not reduced at any time regardless of the total number of hours accrued.

Total Personal Leave Hours for Draw Down:

0 - 200 hours	Cannot cash out below 200 hours without Mayor's approval (except in case of emergency hardship, or at termination 100%).
200+	100% cash out value.

### **8.8 Personal Leave Donations**

The parties recognize that it is desirable from time to time to have a means for employees to assist other employees in time of need. The following shall be the vehicle for that purpose.

- (a) Each employee wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave the employee wishes to donate, in increments of not less than four hours, and deliver said leave slip to the Finance Department.
  
- (b) Each leave slip will have written or typed along the bottom, "leave donated to (employee name)."
  
- (c) The City will convert the hourly rate to a dollar value and transfer that amount to the recipient's personal leave account, where it will be converted into the recipient's hourly rate for use as personal leave.
  
- (d) All personal leave donation requests are subject to the approval of the Mayor.
  
- (e) Once personal leave is donated and approved, it is irretrievable by the donor.

### **8.9 Leave Value Conversion**

A laid off or reclassified employee who has bumped or moved into a lower paying job classification shall be credited with personal leave at the value it accrued prior to reclassification. The dollars will be converted to leave at the lower hourly rate of the reclassified employee and the appropriate hours of leave will be added to the employee's personal leave account.

### **8.10 Probation**

Employees serving a probationary period on an original appointment shall accrue personal leave in accordance with the provisions of this section. Such employees shall not be granted paid personal leave in excess of two days unless they have given 30 days' notice of their leave request. Any leave used during an employee's probationary period will added to the employees' probationary period as defined in Section 13.7.

### **8.11 Adequate Leave**

When scheduling annual leave only earned personal leave may be taken by an employee. If an employee does not have enough leave to cover leave requests, then leave requests will be denied. Per Section 9.5 LWOP may be approved in cases with extenuating circumstances.

### **8.12 Leave Without Pay**

At the expiration of all personal leave in cases of sickness or disability, an additional period of LWOP, as required may be granted at the request of the employee, and such leave privilege will be subject to verification by a doctor's certificate.

### **8.13 Seniority**

Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work shall not accrue during any period of LWOP attributable to a non-work-related sickness or disability, except as provided for under the family leave provisions of this agreement.

### **8.14 Workers' Compensation**

In the event of a job-incurred injury or serious illness to a permanent employee, within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position shall be held for the employee until it has been established that they will be unable to return to work or for one year, whichever is sooner, and their seniority shall be in full force during the period. An award to the employee of Workers' Compensation Permanent Disability shall be deemed to establish that the employee will be unable to return to work, unless the employee, by actually returning to work, or by the report of a competent physician establishes that a permanent partial disability will not preclude their return to the job in question.

The City will compensate permanent employees that portion of the difference between Workers' Compensation, as required by State Statute, and eighty percent (80%) of the employee's regular rate of pay until the employee is able to return to duty or is medically retired; provided, however, that such time does not exceed nine months. The employee shall be required to communicate weekly with their foreman regarding their return to work status for staff scheduling purposes. Additionally, the employee must submit a weekly copy of the most recent report from the attending physician directly to Human Resources.

## **9. OTHER APPROVED ABSENCES**

All employees covered by this Agreement shall be entitled to paid personal leave in conformity with the following:



## **9.1 Maternity/Paternity/Family Leave**

Maternity/paternity/family leave shall be granted when the employee can be certified for such leave by a competent physician. A pregnant employee may work as long as she is certified to be in good health by a competent physician. Absences due to or contributed to by "pregnancy, miscarriage, abortion, childbirth, and recovery" are the same as any other temporary disability and should be treated that way under health and disability insurance or sick leave plans. The Mayor may grant a permanent employee LWOP. The employee must either return to full employment status at the end of such LWOP or terminate. Approved LWOP shall not constitute a break in service, and the employee shall be restored to the same job classification without loss of seniority.

## **9.2 Elections**

Any employee shall be given the necessary time off, without loss of pay, for the purpose of voting, when polls are not open at least two hours before or after the employee's scheduled hours of work.

## **9.3 Bereavement Leave**

All permanent employees shall be permitted to use personal leave in the event of illness or death in the immediate family of the employee to make household adjustments, arrange for medical services or to attend funeral services. "Immediate family" is defined as: husband, wife, daughter, son, mother, father, sister, brother, stepmother, stepfather, stepchildren, foster children, mother-in-law, father-in-law, grandparents, and grandchildren. Nothing in this section shall preclude the use of leave for such bereavement when approved in advance by the City.

## **9.4 Military Reserve Training or Emergency National Guard Service**

All employees covered under this Agreement shall be entitled to administrative LWOP for any active duty in any Armed Forces component including units of the National Guard or Reserve. Provided that, in accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there shall be no adjustment of any affected employee's anniversary date for any active duty period up to the Federal statutory limit so as to cause loss of seniority or longevity, or to deny the accrual of sick or annual leave as provided by law. Employees are to present a copy of official orders for active duty as soon as possible to the City to comply with the law and to allow the City to reschedule the work force.

## **9.5 Leave Without Pay (LWOP)**

The City Mayor, or designee, may grant employees LWOP for extenuating circumstances not to exceed 90 calendar days when it is in the best interest of the City to do so, and if the employee can be spared from their job for the time requested. During the employee's approved leave of absence their position may be filled by temporary promotion, or temporary reassignment of any employee. At the expiration of the LWOP, the employee has the right to, and shall be reinstated to, the position they vacated, if the position still exists or, if not, to any other vacant position in the same class. Approved LWOP shall not constitute a break in service.

## **9.6 Birth/Adoption of Child**

Personal leave shall be granted to employees for the birth or adoption of a child. In addition, employees will be entitled to use personal leave or LWOP in accord with the Family and Medical Leave Acts.

# **10. PAY DAYS**

## **10.1 Pay Dates**

Pay days shall be established covering payroll periods from the first to the 15th day of the month inclusive (for which the payday is by month end) and from the 16th day of the month to the last day of the month (for which the payday is the 15th of the following month, except when pay day falls on a Saturday or a holiday. When the payday falls on a Saturday, Sunday, or City Holiday, the payday will be Friday.

## **10.2 Pay Stub**

Each paycheck shall have a stub or duplicate itemizing all legal and authorized deductions, hours worked, and rate of pay for straight time and overtime hours worked.

## **10.3 Bi-weekly**

The City reserves the right to establish a bi-weekly pay period upon 30 calendar days' notice to the Union. If established, pay days shall fall on every other Friday. If the designated pay day falls on a holiday, pay checks will be available for distribution the day preceding the holiday. However, no employee shall lose any wages or benefits accruing under this Agreement as a result of the change from semi-monthly to by-weekly pay periods.

## **10.4 Hardship Exception for Temporary Employees**

Temporary Employees are eligible for the "Hardship Exception" one time per calendar year. The Public Works director or the Chief or Staff may authorize an early paycheck for a temporary employee, similar to the final paycheck issued to employees upon termination, in cases of undue hardship, or unforeseen circumstances. A temporary employee requesting the exception must request it directly from the Director or the Chief of Staff and must have worked at least 40 hours before they are eligible. The early paycheck may not exceed time worked, less payroll deductions, and will not be unreasonably denied.

## **11. UNION MEMBERSHIP AND DUES**

### **11.1 Obligations and Responsibilities**

The Union shall assume all obligations and responsibilities for the collection of any Union dues, fees, or assessments, except as agreed to by the City and set forth herein.

The City will deduct membership working dues from the employees' pay checks for each compensable hour in an amount so designated by the particular Unions involved, with proper authorization submitted to the City by the employees so affected.

All moneys collected for working dues by the City shall be paid to the appropriate Unions. The working dues which are deducted shall be paid monthly by the 15th of the month following the month in which they were deducted.

### **11.2 Upholding Union Principles**

No employee shall be discriminated against for the upholding of Union principles, and any employee who heeds the instructions of the Union, or who serves on a committee, shall not lose their position or be discriminated against for this reason. The Union shall not discourage any employee from carrying out their work assignment for the City.

### **11.3 City Noninterference**

The City agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of the employees covered under the terms of this Agreement and the Union, and that it will not in any manner, restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs, and that it will not discriminate against any employee because of the employee's Union membership or lawful Union activity.

## **12. HIRING HALL**

### **12.1 Responsibilities**

The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The City agrees to use the services of such hiring hall and will call upon the Union to furnish all the qualified workers it may require in the classifications herein mentioned, subject to the following terms and conditions.

### **12.2 Applicant Selection**

Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

### **12.3 Right to Reject**

The City retains the right to reject any job applicant referred by the Union. If requested by the Union, the City shall give a written reason for the rejection of any applicant. The City will apply the terms of its current nepotism policy, as provided in the Fairbanks General Code.

### **12.4 Commercial Driver's License**

All employees covered by this Agreement that operate heavy equipment and packers shall be required, as a condition of employment, to possess and maintain a Commercial Driver's License as required by law. The City will annually reimburse permanent employees for the cost of renewal of any licenses or training required by law or required by the City to perform their duties while in City employ, with the exception of personal drivers' licenses.

### **12.5 Discrimination**

The Union agrees that it will not discriminate against non-Union workers in referring workers to the City, and the City agrees that it will not discriminate against Union workers in selecting job applicants referred to it by the Union.

### **12.6 Job Postings**

The Union agrees to post, in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.

## **12.7 Other Sources**

In the event the Union is unable to supply the City with qualified workers when called upon by the City within 48 hours, exclusive of Saturdays, Sundays, and holidays, the City may procure workers from other sources; provided, however, that in such instances the City shall furnish the Union with the names of workers, their classifications, and date of hiring. If at any time the City has rejected workers sent by the Union, then the Union shall have an additional 24 hours to refer additional applicants.

## **13. SENIORITY**

### **13.1 Crafts**

Seniority shall be established by craft for the following seniority groups:

- (a) laborer
- (b) operator
- (c) mechanic
- (d) electrician
- (e) carpenter
- (f) plumber
- (g) dispatcher
- (h) engineering tech or party chief
- (l) supply specialist/expediter
- G) warehouse/records coordinator
- (k) custodian
- (l) inventory specialist/material handler
- (m) or other seniority groups mutually agreed to by the City and the Craft Council.

The employee having the longest term of service with the City shall be number one on the seniority list, subject to the provisions of Section 13.7, and all other employees, likewise, shall be listed according to length of service with the City; such lists shall be posted. Date of hire as a permanent employee will be the criterion used to establish the length of service for new employees.

### **13.2 Lay-offs**

Lay-offs due to reduction in force shall be made in reverse order of seniority, subject to Section 13.1. In rehiring, seniority shall apply. When calling back laid-off employees, the City will recall, through the Union, the employees in the proper order of seniority recall rights.

### **13.3 Promotions**

Promotions, including promotions to newly created jobs and reclassification to positions of different responsibilities, shall be in order of seniority, provided the employee is qualified and competent to perform the work in the proposed

classification. This provision shall not apply to the selection of General Foreman and Office Manager (if these two positions are used), or Craft Foreman. Lead workers and Craft Foreman shall be selected by the City from among the permanent employees. The City shall be the judge of the employee's qualifications and competency.

### **13.4 Transfer**

Employees under this Agreement shall be allowed to transfer into another bargaining unit with the City, provided they are qualified to perform the work and the position vacancy has been first offered to existing employees in that bargaining unit and no employees are interested or qualified. It is understood that such transferring shall be within the appropriate unions and all parties in the bargaining unit(s) concur. Employees transferred will lose division or unit seniority.

### **13.5 Seniority Termination**

City seniority shall be terminated, and the employer-employee relationship shall be severed by the following conditions:

- (a) Discharge for cause
- (b) Lay-off of eighteen (18) months duration
- (c) Resignation or retirement

### **13.6 Compensation**

In the event an employee is not worked in their rightful position of seniority pursuant to Section 13.1, 13.2, or 13.3, they shall be compensated in the amount that was earned by the employee who has worked in their stead, unless otherwise mutually agreed upon by the Union and the City.

### **13.7 Probation**

Each new permanent employee shall be hired as a probationary employee and shall not have seniority until the end of a probationary period of 120 days (excluding leave). Upon completion of such period, employees shall have seniority from date of hire with full accrual and use of personal leave. When a temporary employee is initially hired and has worked less than 30 days their separation due to job performance shall not be subject the grievance procedure.

## **14. LAY-OFF AND DISCHARGE**

### **14.1 Separation Pay**

When an employee is terminated, or effects a separation, they shall be paid all accrued earnings in accordance with State law or within 72 hours, whichever is earlier, excluding Saturdays, Sundays, and holidays.

### **14.2 Notification**

Written notice of lay-off will be given to the affected employees by the City. Permanent employees having less than 90 days continuous service shall receive two days' notice prior to termination. Permanent employees having 90 days continuous service, but less than 12 months continuous service shall receive six working days' notice prior to termination. Permanent employees having 12 months or more continuous service shall receive 12 working days' notice. In instances where notice is not given by the City prior to termination, the employee shall receive in lieu thereof, pay at the basic rate for the time established herein. Employees effecting a separation without prior notice to the City shall forfeit severance pay.

## **15. SHOP STEWARD**

### **15.1 Appointment/Termination**

A Shop Steward shall be appointed from among the employees of the City at any given point by the Union at the Union's discretion and shall be the last employee terminated unless such employee is discharged for cause.

### **15.2 Work Hours**

The Shop Steward shall be allowed to handle requests, complaints, and grievances arising under this Agreement during the Shop Steward's working hours, without loss of compensation for time spent in the pursuit of Shop Steward's duties. There may be occasions when the workload will prevent the granting of such times until a later time. In the absence of compelling circumstances to the contrary, the employee will be made available. The Steward will be the last employee terminated in the respective craft as long as there is work available which such employee is capable of performing.

### **15.3 Grievances**

Shop Stewards and aggrieved employees shall, upon notification to their foreman or immediate supervisor, be given time during working hours and without loss of pay to handle grievances. It is further agreed that Shop Stewards shall be given time during working hours and without loss of pay to attend Union negotiations and other authorized joint employer-Union

conferences.

**16. JURY DUTY**

Employees required to serve on jury duty will suffer no loss in regular earnings but shall be compensated during their service at the rate of 40 hours per week. Fees paid the employee while serving such jury duty will be returned to the City by the employee. An employee, other than a permanent day shift employee, shall be considered to be a permanent day shift employee while serving on jury duty. Such an employee who was required to serve on jury duty on their previously scheduled day off shall not be required to work on the following Saturday or Sunday. It is agreed that an employee reporting for jury duty who is then released for the day shall return to work for the rest of the work shift.

A certificate of attendance shall be obtained by the employee from the jury clerk and made available to the department head upon request.

Temporary employees will only be paid for jury duty if they are not granted a deferral to a later date.

**17. SAFETY**

**17.1 Alaska State General Safety Code**

All work should be executed in a safe and proper manner. The "Alaska State General Safety Code" will serve as minimum standards.

**17.2 Safety Equipment**

The City shall furnish such safety equipment as is necessary for the safety of the employees. Safety devices and first-aid equipment as needed for safety and proper emergency medical treatment, shall be provided and be available for employees working under adverse conditions.

**17.3 Safety and First-Aid Program**

A Safety and First-Aid Program, as required by the State Safety Code, shall be instituted and regular safety meetings for each department shall be held once each month during working hours, without loss of pay to the employee.

**17.4 Refuse Unsafe Conditions**

It shall not be considered a violation of this Agreement where employees refuse to work with or ride in unsafe equipment or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.



## **17.5 Working Alone**

It is agreed that when one employee is on shift alone the employee's supervisor will call to check on the employee should the employee fail to report every two hours. It will be the employee's responsibility to notify public works dispatch that they are working alone that shift. Nothing in this subsection applies to work in a confined space or other hazardous conditions.

## **18. TRAINING - EMPLOYEE UPGRADING**

The parties agree that it is in their mutual interest and in the interest of the industry that employees be trained in the fields of work and equipment covered by this Agreement.

The City may use training courses, technical publications, specifications, and training schools of equipment manufacturers and vendors, as the City deems necessary, to develop and upgrade their employees to the state-of-the-art skills regarding - the latest products, equipment, systems, and their operation, maintenance, and repair. When specialized training is provided by the City, seniority will be considered when offering such training to employees. When training for a specialized skill is provided by the City to a junior employee, senior employees will not be laid off because they lack such specialized skill. When an employee is sent for special training or to work outside the Fairbanks North Star Borough, the City will pay all authorized expenses as provided in the Travel Policy effective 9/3/2013. Upon prior written approval, the costs for any training beneficial to job requirements, and after satisfactory completion, will be reimbursed to the employee. Employees that need to maintain a specialized license for their employment at the City, i.e. CDL, and/or a certificate of fitness, will be afforded the necessary time on the clock to obtain or renew the license, and will be reimbursed any licensing fee.

## **19. MAINTENANCE OF PRIVILEGE AND REMUNERATION**

It is understood and agreed by and between the City and the Union that, except as provided by this agreement, no employee covered by this Agreement will suffer a loss in privileges or rights which they now enjoy due to signing of this Agreement. Any future changes in working conditions that will affect the employees covered under the terms of the Agreement will be mutually agreed to between the City and the Union prior to implementation. This clause does not preclude the parties from negotiating changes to the Agreement.

## **20. MISCELLANEOUS**

### **20.1 Longevity Pay**

The parties agree that all permanent employees will receive a one-time longevity bonus on December 1, 2023. The bonus will be as follows:

Permanent employees with less than 3 consecutive years with the City will receive \$1,000.

Permanent employees with more than 3 consecutive years with the City, but less than 5 consecutive years with the city will receive \$1,500.

Permanent employees with more than 5 consecutive years with the City, but less than 10 consecutive years with the city will receive \$2,000.

Permanent employees with more than 10 consecutive years with the City, but less than 15 consecutive years with the city will receive \$2,500.

Permanent employees with 15 or more consecutive years with the City will receive \$3,000.

## **20.2 Tools**

Mechanics, carpenters, and electricians shall furnish their own tools and provide a complete inventory but shall not be required to furnish special tools as follows: Air or electric wrenches, gear and bearing pullers, electric drills, reamers, taps dies, oxyacetylene hoses, gauges, torches and tips, thirty-six inch pipe wrenches, socket wrench drives over 3/4", wrenches over 2", coffin hoists, hydraulic jacks, etc. The City agrees to reimburse employees for tools lost provided that such loss was not intentional or due to recklessness. Such reimbursement shall be for the full amount of the prior agreed inventory of such tools lost and will be based upon the current price for tools of the same brand. Such tools will be replaced with tools of the same brand. Tools broken in the course of employment shall be replaced with tools of the same brand at no cost to the employee, provided the broken tool is turned in to the City and further provided that such damage was not intentional or due to recklessness. Due to the fact Mechanic must provide their own tools, they are permitted to work on personal vehicles in the mechanic shop after hours and on weekends with prior approval and coordination with the Mechanic Foreman or Director to ensure safety and security protocols are followed.

## **20.3 Parking**

The City will make every effort to provide adequate parking facilities and electrical connections for head-bolt heaters at existing installations. Such facilities shall be provided at any newly constructed installation.

## **20.4 Payroll Deductions**

Upon the proper written authorization by an employee, the City agrees to deduct the amount so designated from the employee's wages and submit the amount so indicated to the appropriate unions political, educational, or charitable committee. Forms shall be supplied by the employee's union. Such amount shall be submitted to the union on the 15th day of the month following the month in which the deductions were made.

## **20.5 Work Transfer**

- (a) Except in the case of an emergency, the City agrees to refrain from transferring work normally being performed by employees in job classifications falling within the scope of this agreement to any supervisor or unrepresented position, unless mutually agreed upon between the City and the Union. The foregoing shall not operate to prohibit the employees of a manufacturer or supplier from warranty work, troubleshooting, or working on equipment or apparatus supplied or leased to the City. No regular employee shall be laid off, terminated, or discharged by the City as a result of the City sub-contracting any work currently performed by the bargaining unit.
- (b) Efforts by community groups, such as Festival Fairbanks or the Downtown Association, to improve the community are encouraged and supported by both the City and the Union. Such efforts will not result in the layoff of any craft employees.
- (c) The City and Union agree that homeless encampment and problem property abatements will be performed by external organizations when possible as to not distract from primary services. Such efforts will not result in the layoff of any craft employees.

## **20.6 Permanent Plumber Certificate of Fitness**

Both parties agree that Permanent Plumbers required to maintain a State of Alaska Certificate of Fitness will receive an additional \$1250.00 annually.

## **21. PERSONNEL RECORDS**

### **21.1 Contents**

An employee's personnel record shall include, but shall not be limited to, the employee's application, reports of results of employment investigations, reports of work performance, progress and disciplinary actions, personnel actions, and survivor benefit forms. The employee's personnel file shall be maintained by the Mayor or designee.

### **21.2 Access**

Employees shall be given access to their personnel file upon reasonable request. Copies of additions or other date changes to their individual personnel files shall be provided to the employee upon request and upon reasonable time notifications.

### **21.3 Usage**

Personnel records will not be used as a private dossier on employees nor shall they contain any materials which an employee has not seen.

### **21.4 Reprimand**

Recognizing the City's need to discipline and the employee's desire for fair and equal discipline the City agrees to remove letters of reprimand, not related to public safety, from an employee's personnel file 24 months after being placed in such file.

## **22. TEMPORARY EMPLOYEES**

### **22.1 Definition**

A temporary employee is one who is called for occasional work or for a limited period not to exceed six consecutive months in any 12-month period. Six consecutive months shall be calculated on the actual day the employment began, e.g., for an employee starting on 1/18/24, the six consecutive months runs through 6/17/24. The City agrees it will not attempt to bypass this section by using layoffs/rehires to circumvent the intent of the six-month maximum. If a temporary employee is retained after six consecutive months, then that employee will be eligible to accrue personal leave and be paid holiday pay for any subsequently occurring holidays.

### **22.2 Compensation**

- (a) Temporary employees shall be paid in accord with Schedule "A" for their classification, plus per hour pension contributions and Health & Welfare (H&W) contributions.
- (b) Whenever temporary employees are needed under this provision, the City shall first attempt to contact and hire their trained and experienced temporary workers before hiring workers new to the City system. Should such workers not be available for employment, the City shall contact the appropriate hiring hall for referrals. The City may name request any employee that has previously worked at Public Works, as long as the request does not conflict with the Union's hiring hall rules.

### **22.3 Seniority/Holiday Pay/Personal Leave**

Unless the last sentence of Section 22.1 applies, temporary employees shall not accrue seniority, be paid holiday pay, or receive paid personal leave, but shall be eligible for LWOP upon mutual agreement.

## **22.4 Recall Rights**

Temporary employees shall not be hired if there is a permanent employee of the appropriate craft on lay-off who has seniority recall rights and is available.

## **22.5 Permanent Positions**

Temporary employees shall be considered for permanent positions which are created or become vacant after the position has been closed to all permanent employees and before the City places a call to the Union.

## **23. SCHEDULE "A" WAGES**

### **23.1 Scale**

Upon ratification of this collective bargaining agreement, employees shall be compensated as provided in the attached Schedule, which provides a 3 percent increase over the 2022 package rate. On January 1st, 2024, employees shall receive an increase of 3 percent over the prior year's package rate. On January 1st, 2025, employees shall receive an increase of 4 percent over the prior year's package rate.

### **23.2 Application of the Package Rate Concept**

The parties recognize that computing a full package rate, in which actual wages, health care, and pension costs are computed on the basis of annual compensable hours, is a more accurate method of reflecting the actual cost to the City. The parties agree that future percentage increases will be applied to the package rate. Except as provided in this section or in addenda specifically addressing allocation, each Local may allocate the package rate to wages, pension, and health and welfare as it sees fit.

- (a) The Pension Protection Act of 2006 (PPA) requires an annual actuarial status determination for multiemployer pension plans. An actuarial finding that a pension plan is underfunded can trigger, depending on the severity of the underfunding, the implementation of a plan to improve the funding and/or rehabilitate the plan. Because the funding improvement/rehabilitation plans mandated by the PPA impose certain mandatory contributions to underfunded pension plans, the parties agree that the allocation discretion of Article 23.2 will need to be limited to insure compliance with the requirements of the PPA and any improvement/rehabilitation plan.
- (b) Upon notification of a finding of underfunding, the parties agree to promptly meet and confer regarding the underfunded plan. Generally, the provisions of

an improvement/rehabilitation plan must be implemented only after the CBA then in place expires. The parties may agree to implement the provisions of the improvement/ rehabilitation plan earlier than required if the parties determine it would be advantageous to do so. The parties will prepare a separate addendum for each pension plan found to be underfunded. During the term of any addendum, the parties agree to meet and confer if either party believes there has been a change in circumstances that would warrant amendment of the addendum.

- (c) Any increase to the contribution rate for an underfunded pension plan required under an improvement/rehabilitation plan must be paid out of the package rate negotiated by the parties. The City will not be required to provide any additional funds or make any additional contributions to a pension plan above the negotiated package rate amount. No portion of the package rate may be allocated to any other purpose unless and until contributions and supplemental contributions to the underfunded pension plan have been satisfied.
- (d) If at any point the underfunded pension plan emerges from its underfunded status and additional contributions under an improvement/rehabilitation plan are no longer required, the allocation restrictions imposed by this section will be lifted.

### **23.3 Dispatcher Rates**

The IUOE Dispatcher shall be paid at 95 percent of scale. The Assistant Dispatcher will be paid at 75 percent of scale.

**Agreement ratified by Union membership on January 18, 2023 and approved by the City Council by approval of Ordinance No. 6233 on February 13, 2023.**

**Signed for the Fairbanks  
AFL-CIO Crafts Council:**

**Signed for the City of  
Fairbanks:**

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Lake Williams  
District 7 Representative, IUOE 302

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David Pruhs  
Mayor, City of Fairbanks

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Jacob Howdeshell  
Business Manager, Laborers 942

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Mike Sanders  
Chief of Staff, City of Fairbanks

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AJ Sutton  
Business Manager, Carpenters 1243

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Ryan McGovern  
Business Representative Pipefitters 375

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Eileen Whitmer  
President, Teamster 959

**Appendix A: Schedule A**

CITY OF FAIRBANKS		EFFECTIVE UPON RATIFICATION				
SCHEDULE A			BENEFITS			
CLASSIFICATION	CURRENT PACKAGE RATE	NEW PACKAGE	LESS HEALTH*	LESS PENSION	LESS PAC/CAF	BASE WAGE
<b>942 [P300]</b>						
Foreman	54.81	56.45	6.52	13.79	0.15	35.99
Lead	51.43	52.97	6.52	13.79	0.15	32.51
Packer Drivers	49.07	50.54	6.52	13.79	0.15	30.08
Laborer	45.50	46.86	6.52	13.79	0.15	26.40
Facilities Laborer	50.40	51.91	6.52	13.79	0.15	31.45
Engineer Tech	45.50	46.86	6.52	16.34	0.15	23.85
Survey Party Chief	49.07	50.54	6.52	16.34	0.15	27.53
<b>302 [P400]</b>						
Foreman	54.81	56.45	10.23	8.25	-	37.97
Lead	51.43	52.97	10.23	8.25	-	34.49
Mechanic	49.07	50.54	10.23	8.25	-	32.06
Mechanic I	50.47	51.98	10.23	8.25	-	33.50
Mechanic II	50.94	52.46	10.23	8.25	-	33.98
Operator	49.07	50.54	10.23	8.25	-	32.06
Dispatcher	47.54	48.94	10.23	8.25	-	30.46
Assistant Dispatcher	41.42	42.52	10.23	8.25	-	24.04
<b>959 [P700]</b>						
Custodian	43.16	44.45	6.46	10.53	-	27.46
Warehouse Coordinator	50.21	51.72	6.46	10.53	-	34.73
Parts Person/Expeditor	48.73	50.19	6.46	10.53	-	33.20
Inventory Specialist	45.59	46.96	6.46	10.53	-	29.97
<b>1243 [P500]</b>						
Trade Spec-Foreman	55.29	56.95	10.08	6.85	0.10	39.92
Trade Spec-Lead	52.76	54.35	10.08	6.85	0.10	37.32
Trade Spec-Carpenter	49.47	50.95	10.08	6.85	0.10	33.92
<b>375 [P600]</b>						
Trade Spec-Plumber	51.35	52.89	9.75	10.25	-	32.89

\*MONTHLY HEALTH CARE RATE CONVERTED TO AN HOURLY RATE BASED ON THE STANDARD 2080 HOURS PER YEAR.





CLAY STREET CEMETERY COMMISSION  
REGULAR MEETING MINUTES – NOVEMBER 2, 2022  
HELD VIA ZOOM WEBINAR AND  
IN FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The **Clay Street Cemetery Commission** convened at 5:00 p.m. on the above date to conduct a Regular Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, and via teleconference with **Chair Aldean Kilbourn (Seat C)** presiding via Zoom and with the following members in attendance:

Members Present:                   George Dalton, Seat A  
  Michael Gibson, Seat B  
  Janet Richardson, Seat D (Zoom)  
  Julie Jones, Seat E (Zoom)  
  Amy Stratman, Seat G  
  Jeff Jacobson, Public Works Director

Absent:                               Karen Erickson, Seat F

Also Present:                       Rochelle Rodak, Deputy City Clerk II

**INTRODUCTION OF NEW COMMISSION MEMBER**

**Chair Kilbourn** welcomed Amy Stratman to the Clay Street Cemetery Commission.

**APPROVAL OF MEETING MINUTES**

a)       Regular Meeting Minutes of October 5, 2022

Deputy Clerk Rochelle Rodak noted that the attendance was incorrect on the minutes as they were presented and read the corrected attendance into the record.

**M. Gibson**, seconded by **J. Jones**, moved to APPROVE the meeting minutes as presented, with corrections to the attendance.

**Chair Kilbourn** took a voice vote on the motion APPROVE the meeting minutes, with corrections to the attendance, and all members voted in favor.

**APPROVAL OF AGENDA**

**J. Jones**, seconded by **M. Gibson**, moved to APPROVE the agenda.

**J. Jacobson** added an item under the Open Agenda to provide an update on 109 5th Avenue.

**Chair Kilbourn** took a voice vote on the motion to APPROVE the Agenda, as amended, and all members voted in favor.

## UNFINISHED BUSINESS

### a) Quiring Monuments Update

#### i) Room Rental Tax Order

**J. Jones** stated that an order had been placed, and the invoice had already been paid; she noted that all the 2022 room rental tax funds had been allocated in the appropriate time frame. She added that at least one of the private markers had been ordered, but she was still waiting for an invoice.

#### ii) Capital Projects Orders

**J. Jones** noted that one order had been placed and paid for. She added that a second order had been placed for the Catholic circle and that she was waiting on an invoice.

**Chair Kilbourn** stated that they were working on identifying another 30-50 gravesites to make a third order and asked for clarification on the Capital Fund balance and retention of the funds for the following year. **J. Jacobson** stated that funds not encumbered through a purchase order by November 30, 2022 would need to be put before the Council for approval in the City's 2023 budget. He stated that 2023 funds would not be guaranteed until the 2023 budget is approved.

### b) Masonic Lodge Records Update

**J. Richardson** stated the local historian was not aware of any documents that provided plot locations for Masonic members buried at the Clay Street Cemetery. **A. Stratman** stated that she was contacting the head Masonic historian in Anchorage, in hopes that they may have more records.

### c) Room Rental Tax Application

**J. Jones** stated that she had submitted the grant application on October 20 and that she had asked for more funds than the previous years to hopefully provide for the addition of a high-pressure laminated sign. **J. Jacobson** noted that there were fewer applicants, which may result in more funds being awarded.

## NEW BUSINESS

### a) 2022 Capital Funds Discussion

Discussion was had regarding the Capital Funds amount and how best to encumber the funds prior to the end of the year. **J. Jones** added that she had placed an order with Fairbanks Precast for 50 concrete base pads, which reduced the account to \$35,177.06.

**Chair Kilbourn** shared about some of the difficulties in locating correct information for markers but added that they would work very hard to provide an order by the November 30 deadline.

## REFERENCE MATERIALS (informational only)

- a) September 2022 Capital Fund Balance Report
- b) September 2022 Room Rental Tax Balance Report

## OPEN AGENDA

- a) 109 5th Avenue Update

**J. Jacobson** shared that the City Finance Committee had heard the proposal to acquire the property adjacent to the Cemetery at 109 5th Avenue, and the Committee did not express any objections. He indicated that there may be funds available for abatement and advised the Commission to begin thinking about how best to utilize the space. **J. Jones** asked if it would be helpful for the Commission to draft a letter of support, and **J. Jacobson** indicated that it would.

**Chair Kilbourn**, seconded by **J. Richardson**, moved that a letter of support, written by J. Jones, be provided to the City Council for its next Regular City Council meeting.

**M. Gibson** asked about the ability to have a letter drafted and reviewed by the Commission prior to submitting it to the Council. Deputy Clerk Rodak informed M. Gibson that it would not be appropriate to do that outside of a public meeting.

**Chair Kilbourn** took a voice vote on the motion to draft a letter of support, written by J. Jones, to be provided to the City Council for its next Regular City Council meeting; all members voted in favor.

Deputy Clerk Rodak informed the Commission that the letter would need to be submitted to the Clerk's Office by Wednesday, November 9, to be included in the City Council agenda for Monday, November 14, 2022.

**J. Jones** asked that the Commission be thinking of fundraising opportunities, adding that the tours provided by Chair Kilbourn and J. Richardson might be utilized to help solicit donations and volunteers.

**Chair Kilbourn** shared that they would be providing tours in May to the genealogical group.

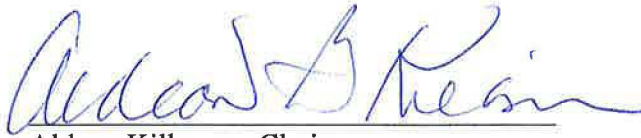
**J. Jacobson** reported that he had spoken to the City Carpenter Tim Renner, and repairs to the kiosks were in process.

## NEXT MEETING DATE

The next Regular Meeting of the Clay Street Cemetery Commission is scheduled for Wednesday, January 4, 2022, at 5:00 p.m.

## ADJOURNMENT

**Chair Kilbourn** declared the meeting ADJOURNED at 5:35 p.m.



Aldean Kilbourn, Chair



Rochelle Rodak, Deputy Clerk II

Transcribed by: RR



FAIRBANKS DIVERSITY COUNCIL  
REGULAR MEETING MINUTES  
DECEMBER 13, 2022, 5:30 – 7:00 P.M.



HELD VIA [ZOOM WEBINAR](#) AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The **Fairbanks Diversity Council** (FDC) convened at 5:37 p.m. on the above date to conduct a Regular Meeting via Zoom Webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska with **Chair Dorothy Shockley** (Seat F) presiding (P) and with the following members in attendance [Z = Zoom; P = In Person]:

Members Present: (Z) Timothy Ledna, Seat A (P) Rachael Kvapil, Seat K  
(Z) Juanita Webb, Seat D (Z) June Rogers, Council Member  
(P) Andrew Aquino, Seat G (P) Angela Foster-Snow, HR Director  
(Z) Cheyenna Kuplack, Seat J

Members Absent: *Vacant*, Seat B Wendy Tisland, Seat H (excused)  
Sonja Kokrine, Seat C (excused) *Vacant*, Seat I  
Shelissa Thomas, Seat E (excused) David Pruhs, Mayor (excused)

Also Present: (P) Rochelle Rodak, Deputy City Clerk

### **CALL TO ORDER & READING OF THE FDC MISSION STATEMENT**

**Chair Shockley** called the meeting to order and read the FDC mission statement and land acknowledgement.

### **PLEDGE OF ALLEGIANCE**

**Chair Shockley** asked R. Kvapil to lead the FDC in the Pledge of Allegiance.

### **APPROVAL OF AGENDA**

**R. Kvapil**, seconded by **A. Aquino**, moved to APPROVE the Agenda.

**R. Kvapil**, seconded by **A. Aquino**, moved to AMEND the Agenda to hear item 10(a) directly following the Alaska State Commission for Human Rights presentation.

**Chair Shockley** called for objection to the APPROVAL of the Agenda, as Amended and, hearing none, so ORDERED.

### **APPROVAL OF PREVIOUS MINUTES**

a) Regular Meeting Minutes of November 8, 2022.

**R. Kvapil**, seconded by **A. Aquino**, moved to APPROVE the meeting minutes as presented.

**Chair Shockley** called for objection to the APPROVAL of the meeting minutes as presented and, hearing none, so ORDERED.

## **CITIZENS' COMMENTS** (Limited to 3 Minutes)

Helenmarie Matesi, NAACP – H. Matesi spoke regarding the NAACP's presentation in May to the FDC regarding the "7 Points for a Safer Fairbanks" and asked if the Council required more information from her. She indicated that she had been waiting for a follow-up session. She read into the record her latest correspondence to the FDC, adding that she had yet to receive a response.

**T. Ledna** stated that there may have been a miscommunication regarding his need for further information from the NAACP and that his letter of recommendation had been drafted for the FDC's consideration and was included on this meeting's agenda.

**Chair Shockley** confirmed that the Council would be discussing T. Ledna's letter of recommendation to the Fairbanks City Council later in the meeting and that she would contact H. Matesi regarding the decision.

## **PRESENTATION BY THE ALASKA STATE COMMISSION FOR HUMAN RIGHTS**

Rob Corbisier, Director of ASCHR – R. Corbisier provided the definition of "civil rights," as stated in the Alaska Constitution, as well as the organization's mission and vision statements. He went on to explain their process of investigating discrimination claims and provided statistics for the claims from 2016 through 2021. He expressed his excitement to partner with the FDC and the hope that the two groups could work together to better inform citizens of their rights and access to assistance when facing discrimination.

Following the presentation, **Chair Shockley** asked the Council for questions.

**A. Aquino** asked for more information regarding substantial evidence and determination of severity of claims.

R. Corbisier compared substantial evidence to probable cause or reasonable doubt, in as much as they are needed to prove a claim. He went on to explain that while one severe act of discrimination or harassment may be enough to warrant a claim, so could minor offenses if repeated over an extended period of time.

**R. Kvpil** asked about the distinction between service animals and emotional support animals and what business owners can ask or do to gain clarification.

R. Corbisier explained that true service animals are those that have received training to assist with a disability and that business owners can ask if the service animal has been trained. He added that regardless of training, business owners are not expected to allow disruptive or aggressive animals. He went on to clarify that there are minimal protections for emotional support animals, mostly regarding housing discrimination.

**T. Ledna** asked if the State of Alaska had provisions regarding discrimination against individuals attempting to use warming or homeless shelters. R. Corbisier stated that he had not come across that specific situation but that he would look into it and send a response.

*Clerk note: Due to an amendment to the Agenda, New Business was heard next.*

## NEW BUSINESS

- a) City Council Work Session with FDC on the Diversity Action Plan

**Chair Shockley** asked Deputy Clerk Rodak to provide clarification.

Deputy Clerk Rodak explained that the Fairbanks City Council had postponed approval of the Diversity Action Plan (DAP) until the regular City Council meeting of January 9, 2023. She added that the City Council had mentioned that the original DAP had taken a number of months to adopt and that they would like the opportunity to ask questions and gain insight to the intent of the amendments to the Plan prior to approval. She further explained that the preferred date for a Work Session would be the following Monday, December 19, 2022, noting that it would be best if the current Chair, Vice Chair, and former Chair could attend.

**Chair Shockley** asked about the time of the Work Session, and Deputy Clerk Rodak stated that it would begin at 5:30 p.m. prior to the regular City Council Meeting in Council Chambers.

**Chair Shockley**, confirmed that the Vice Chair and former Chair would be available, adding that she would also be able to attend.

Deputy Clerk Rodak stated that she would schedule the Work Session and told the FDC they should be prepared discuss the amendments made to the DAP.

## REPORT FROM THE CHAIR

**Chair Shockley** shared that she presented to the Alaska State Commission for Human Rights earlier in the day.

## UNFINISHED BUSINESS

- a) Subcommittee Recommendation on the NAACP's "7 Points for a Safer Fairbanks"

**A. Aquino**, seconded by **R. Kvapil**, to ACCEPT the Recommendation on the NAACP's "7 Points for a Safer Fairbanks" to be presented to the City Council.

**J. Rogers** asked if Mr. Ledna would be available to speak to the recommendation at the upcoming Work Session.

**A. Aquino** clarified that the topic of the Work Session with the City Council is limited to the DAP.

**Chair Shockley** called for a voice vote on the motion, and all members voted in favor.

- b) FDC Purpose and Policies

**Chair Shockley** asked for clarification on the topic. Deputy Clerk Rodak explained that the documents before the Council included part of the Fairbanks General Code (FGC) that outlined the composition and duties of the FDC as well as the FDC's own approved rules of procedure.

**Chair Shockley** asked for comments and questions regarding Sec. 2-231 and heard none. She addressed Sec. 2-232 and asked how the number of voting members had been determined.

**J. Rogers** stated that it had originally been a larger group and had been reduced due to the difficulty in obtaining a quorum. She added that there had been discussion about reducing the group further so that more could be accomplished realistically.

Deputy Clerk Rodak shared that the Council had originally been comprised of 15 voting members and was reduced to 11 to assist in making a quorum. She gave additional clarification on the documents before the Council, adding that the highlighted portions of the duties and rules of procedure were areas that the FDC had previously approved but were not currently practicing.

**A. Aquino** asked about the process of appointing FDC members and why that could not be done more inclusively with the FDC rather than only the HR Director and Mayor.

**J. Rogers** stated that former Mayor Eberhart had wanted to appoint members to the Council in hopes that the FDC would have a better chance of fully representing the Fairbanks community and to ensure longevity of the FDC in general. **J. Rogers** added that recruitment by the FDC members has always been encouraged.

**A. Foster-Snow** added that both former Mayors Eberhart and Matherly had been very involved in determining the applicant's commitment to the FDC and the part of the community they represented. She added that Mayor Pruhs would also be very thorough and committed to the success of the FDC.

Clerk Snider added that the cooperation between the City and the FNSB had proven difficult in regard to timely appointments to vacant Borough seats, stating that the increase in vacancies heavily impacted the difficulties of obtaining a quorum. She pointed out that W. Tisland retired from her position at the FNSB and has been waiting for several months for the Borough to find a replacement as the Borough representative.

**J. Rogers** spoke to previous conversations regarding the number of voting members and suggested that the FDC consider holding a special meeting, possibly less formal, to discuss these types of changes.

**A. Aquino** suggested that less formal gatherings may be a good place to learn more about the FDC's role, as well as provide a good platform for vetting potential candidates.

**D. Shockley** shared her appreciation for A. Aquino and J. Rogers' recommendations for a less formal special meeting.

**J. Rogers** added that the last informal meeting they held, with former Mayor Matherly, had been a pivotal point for the FDC, but the forward motion had been hampered by the pandemic.

**C. Kuplack** asked if a new survey regarding meeting times could be presented to the members of the FDC, stating that it may play a factor in attendance.



**A. Aquino** stated that the previous poll indicated that the current meeting time had been the favored option, but very few members had participated. He noted that he would be in favor of a new poll, given the number of new members that have joined.

**J. Rogers** shared that the meeting date and time had been questioned many times, adding that it continually remained as-is, but she added her support for another poll.

Deputy Clerk Rodak shared that the FGC only requires the FDC to meet on a quarterly basis, adding that the Council could vote to change the meeting frequency as well.

**Chair Shockley** shared that she had interest in meeting every other month instead of once per month and that the 5:30 p.m. meeting time may be difficult for some.

Deputy Clerk Rodak stated that, if so directed, the Clerk's Office could initiate a new poll to address meeting dates, times, and frequency.

**Chair Shockley** indicated that she would like a poll sent to members and added that perhaps it could be changed to not directly follow City Council meetings. Hearing no more comments regarding Sec. 2-232, she asked for comments regarding Sec. 2-233.

**A. Aquino** requested that FDC members take time, outside of the meeting, to read through the documents presented, make notes, and come to the next meeting prepared to give comments or recommendations.

**Chair Shockley** stated that she would allow for that and asked members to be prepared to discuss the documents in detail at the next meeting.

### **FDC MEMBERS' COMMENTS**

**Chair Shockley** asked that Deputy Clerk Rodak call on each member to briefly introduce themselves.

**J. Webb** shared that she had served on the FDC for a bit of time, adding that she enjoyed working on the FDC and looked forward to continuing to get to know everyone. She stated that she worked for the Tanana Valley State Fair as the Vendor Coordinator.

**J. Rogers** shared that she had been on the FDC since its inception, adding that she had not been a City Council member when she started. She noted that after her term on the City Council, she intends to apply for reappointment to the FDC.

**T. Ledna** shared that he had been a resident of Fairbanks for three years and served as a mental health clinician at Alaska Behavior Health and on the Mobile Crisis Team.

**R. Kvapil** stated that she is a minority business leader and had been recruited to the FDC by J. Rogers. She added that she really enjoys serving on the FDC because, even though she lives within many of the diverse communities, she is better able to see the needs of the City as a whole.

**C. Kuplack** shared that she is Gwich'in Athabascan, a member of the Gwichyaa Fort Yukon Tribe, and the Communications Director at Doyon Limited. She added that she is excited to serve on the FDC and is ready to learn more in her new role as Vice Chair.

**A. Foster-Snow** stated that she is the Human Resources Director for the City of Fairbanks and that she has been serving on the FDC since 2015, adding that a lot of important work has been done by the body. She shared her hope that the FDC will be able to reach and assist more community members in the future.

**A. Aquino** shared that he is a Project Manager for the President of the University of Alaska Fairbanks, adding that he has served on the FDC since 2020. He went on to say that his purpose for being on the FDC is to learn more about other needs and wants from identities that do not necessarily align with his and how they intersect.

**Chair Shockley** shared that she is an Upper Koyukon Athabascan from the Tanana Rampart Manley area and is currently semi-retired. She noted that she had been aware of the FDC's creation in 2014, and she is very excited to see the FDC become more visible within the community.


### MEETING DATES

a) Next Regular Meeting Date, January 10, 2023

### ADJOURNMENT

The meeting adjourned at 7:06 p.m.

  
Dorothy Shockley, Chair

  
D. Danyielle Snider, MMC, City Clerk

Transcribed by: RR



DISCRETIONARY FUND COMMITTEE  
 DISTRIBUTION MEETING MINUTES  
 DECEMBER 15, 2022 AT 12:00 P.M.  
 HELD VIA TELECONFERENCE AND AT  
 FAIRBANKS CITY COUNCIL CHAMBERS  
 800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Discretionary Fund Committee convened at 12:00 p.m. on the above date to conduct a Distribution Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, and via teleconference with Chair Lonny Marney (Seat F) presiding and with the following members in attendance:

Members Present:                   Karen Blackburn, Seat A  
   Diane Borgeson, Seat B  
   Samantha Kirstein, Seat C  
   Traci Gatewood, Seat D (remotely)  
   Rachel Kvapil, Seat E

Also Present:                         D. Danyielle Snider, City Clerk

Chair Marney commended Committee members for their willingness to serve and give of their time and energy.

**APPROVAL OF MEETING MINUTES**

a)     Approval of Meeting Minutes – December 14, 2022

**Ms. Gatewood**, seconded by **Ms. Kirstein**, moved to APPROVE the meeting minutes.

With no objection, the minutes were APPROVED.

**NEW BUSINESS**

a)     Announcement of Discretionary Fund Awards for 2023 Distribution

Members read their allocations into the record, one at a time, in the following order: Chair Marney, Ms. Kvapil, Ms. Gatewood, Ms. Kirstein, Ms. Blackburn, and Ms. Borgeson.

<b>Name of Organization</b>	<b>Award Amount</b>
Fairbanks Racing Lions	\$ 3,900
Fairbanks Youth Litter Patrol, Inc.	\$ 9,217
Cold Steel Pan Orchestra	\$ 2,154
Greater Fairbanks Chamber of Commerce	\$ 16,500
Alaska International Senior Games, Inc.	\$ 10,833
Festival Fairbanks, Inc.	\$ 19,667
Clay Street Cemetery Commission	\$ 8,305
Pioneer Memorial Park	\$ 13,218
Yukon Quest International	\$ 25,183
Kitty Hensley House	\$ 5,417

World Eskimo Indian Olympics	\$ 18,167
Fairbanks Children's Museum	\$ 12,333
Tanana Yukon Historical Society	\$ 7,350
Friends of Creamer's Field	\$ 8,972
Tanana Valley State Fair Association	\$ 22,000
Alaska Songbird Institute	\$ 5,333
Downtown Association of Fairbanks	\$ 6,928
Literacy Council of Alaska	\$ 4,282
Alaska Goldpanners Baseball, Inc.	\$ 14,667
Fairbanks Community Band, Inc.	\$ 8,185
Fairbanks Arts Association	\$ 48,833
Fairbanks Tired Iron, Inc.	\$ 7,983
Georgeson Botanical Garden Society	\$ 6,067
Fairbanks Curling Club	\$ 7,311
Alaska Dog Musers Association	\$ 13,833
Fairbanks Community Museum	\$ 12,528
UAF Museum of the North	\$ 6,667
World I.C.E. Association dba I.C.E. Alaska	\$ 24,167
<b>TOTAL</b>	<b>\$ 350,000</b>

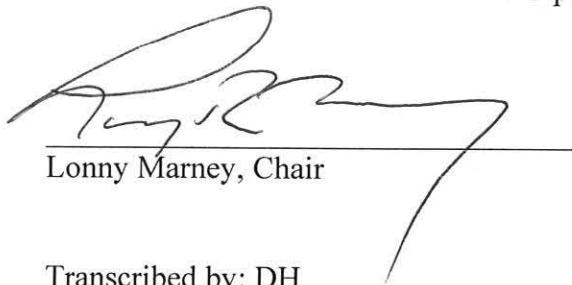
**NEXT MEETING (Wrap-up)**

After some discussion, it was decided that the wrap-up meeting would be scheduled for January 11, 2023 at 12:00 p.m.

**ADJOURNMENT**

**Ms. Kirstein**, seconded by **Ms. Kvapil**, moved to ADJOURN the meeting.

Hearing no objection, **Chair Marney** declared the meeting ADJOURNED at 12:13 p.m.



Lonny Marney, Chair



Diana Hebel, Deputy City Clerk I

Transcribed by: DH